

STATE OF NORTH CAROLINA

James Sprunt Community College

Request for Proposal #: 103-2526-02

Presidential Search Consulting Firm

Date of Issue: August 28, 2025

Proposal Opening Date: Sep. 15, 2025

At 5:00 PM ET

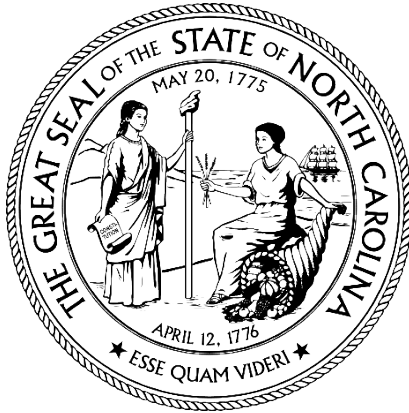
Direct all inquiries concerning this RFP to:

Patty Oates

Director of Purchasing, Equipment & Construction

Email: poates@jamesprunt.edu

Phone: (910) 275-6126



STATE OF NORTH CAROLINA

Request for Proposal

103-2526-02

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

| | |
|--|---|
| <h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;">Division of James Sprunt Community College</h3> | |
| Refer <u>ALL</u> Inquiries regarding this RFP to: Patty Oates – poates@jamesprunt.edu | Request for Proposal #: 103-2526-02 Proposals will be publicly opened: September 16, 2025 @ 5:00 PM ET |
| Using Agency: James Sprunt Community College Requisition No.: N/A | Commodity No. and Description: 801116 – Temporary Personnel Services |

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifiwes that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

| | | |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: | |
| VENDOR’S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____.

(Authorized Representative of James Sprunt Community College)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to seek competitive bids from qualified vendors to establish an Agency Contract to provide James Sprunt Community College Board of Trustees (JSCC Trustees) a contract with a qualified consultant firm (Vendor) to search for a new President.

James Sprunt Community College President, Dr. Jay Carraway, announced his retirement effective February 1, 2026. JSCC Trustees determined it is in the best interest of James Sprunt Community College (JSCC) to contract with a qualified consultant to search for a new JSCC President.

JSCC is a member of the North Carolina Community College System and is accredited by the Southern Association of Colleges and Schools Commission on Colleges. Established in 1964, James Sprunt Community College's mission is to respond to the individualized educational and workforce development needs of the community by increasing accessibility, providing innovative teaching, and expanding community partnerships.

JSCC is a comprehensive two-year college with campuses in both Kenansville, NC and Warsaw, NC. JSCC has an "open door" admissions policy and serves a large, diverse student population. JSCC covers a variety of associate degrees, diplomas, and certificates in programs of study across curriculum and continuing education academic departments. Workforce development and workforce readiness are priorities of the College with numerous programs and course offerings directed at improving basic skills, advancing economic development, customized industry training, Small Business Center activities, and personal enrichment courses. JSCC offers seamless dual enrollment opportunities to qualifying high school students through its Career and College Promise (CCP) program, in addition to our onsite early college high school program.

The intent of this solicitation is to award an Agency Contract

1.1 CONTRACT TERM

The Contract shall have an initial term of *one (1)* year, beginning on the date of final Contract execution by the JSCC Board of Trustees (the "Effective Date") and ending date that the contract with the selected candidate is signed. The Vendor shall begin work under the Contract within *seven (7)* business days of the Effective Date.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If JSCC determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. JSCC may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, JSCC rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to

render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

JSCC may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. JSCC will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|-------------------------------|----------------|--------------------|
| Issue RFP | JSCC | August 28, 2025 |
| Submit Written Questions | Vendor | September 8, 2025 |
| Provide Response to Questions | JSCC | September 10, 2025 |
| Submit Proposals | Vendor | September 15, 2025 |
| Contract Award | JSCC | September 16, 2025 |

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to poates@jamesprunt.edu by the date and time specified above. Vendors should enter “RFP #103-2526-02 Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

| Reference | Vendor Question |
|--------------------------|----------------------|
| RFP Section, Page Number | Vendor question ...? |

Questions received prior to the submission deadline date, JSCC’s response, and any additional terms deemed necessary by JSCC will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the

specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a

page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in JSCC rejecting Vendor’s proposal, in JSCC’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP (Sections 4.7.5 and Section 6.1).
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: NON-DISCLOSURE AGEEMENT

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #103-2526-02 for ‘name of Vendor’”. Each proposal must be for a specific set of Goods and Services and must include specific pricing.

If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, JSCC reserves the right to make separate awards to different Vendors for one, or more line items, to not 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 JSCC to do so.

JSCC reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

JSCC will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and JSCC reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of JSCC.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor
Ver: 11/2023

will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of proposals are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, JSCC will make award(s) based on the evaluation and post the award(s) to the State’s eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to JSCC.

JSCC reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with JSCC.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to JSCC:

The James Sprunt Community College Board of Trustees will act as a proposal evaluation team. This team will be responsible for evaluating proposals regarding compliance with RFP requirements. One person or a delegate assigned by the JSCC Board of Trustees will be responsible for taking notes for the team. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- Each proposal will be evaluated based on the categories included in the Proposals Requirements section. A point score has been established for the categories listed below.
- Based on the results of this evaluation the qualifying proposal determined to be the most advantageous to JSCC, considering all the evaluation factors, may be selected by JSCC for further action, such as Vendor presentations. If JSCC decides that no proposal is sufficiently advantageous to JSCC, JSCC may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with that offeror, JSCC may begin contract preparation with the next qualified offeror or determine that no such alternate proposal exists.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to JSCC.

Proposals will be evaluated based upon the proven ability of the Offeror to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal or State laws, regulations or policies, the specific criterion or criteria will be disregarded, and the responses will be evaluated and scored without considering such criterion or criteria.

SUMMARY OF EVALUATION CRITERIA:

| Criteria | Points |
|--|------------|
| 1. Adherence to Mandatory Requirements | Pass/Fail |
| 2. Financial Statement | Pass/Fail |
| 3. Vendor Experience | 40 |
| 4. Project Organization | 20 |
| 5. Technical Approach | 20 |
| 6. Cost Proposal | 20 |
| TOTAL | 100 |

All proposals will be evaluated using the following approach.

Criteria #1:

In this step, proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Criteria #2:

The proposals that meet the Mandatory Requirements will then be evaluated based on Criteria 2 to ensure that each of the factors delineated in Section 4.3 for Financial Stability have been met. Any proposals not meeting all the factors delineated in Section 4.3 for Financial Stability will be disqualified.

Criteria #3-6:

The proposals that meet the Mandatory Requirements and meet the Financial Stability requirements delineated in Section 4.3 will be scored based on Criteria 3-6. This score will have a maximum possible score of 100. This may include one or more rounds of proposal discussions focused on cost and other proposal elements.

Final Criteria:

This shall include Vendor Presentations from the Vendors chosen by the Committee.

If JSCC conducts a Best and Final Offer (BAFO) round, respondents' scores will be recomputed.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, JSCC may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of JSCC:

- a) Total cost to JSCC
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of JSCC’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand JSCC’s business requirements and internal operational culture
- g) Particular risk factors such as the security of JSCC’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in JSCC exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for JSCC to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to JSCC for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. JSCC is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify JSCC within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to JSCC. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. JSCC may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with JSCC. As part of Vendor background, the following details must be provided to JSCC:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify JSCC within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7.1 GENERAL INFORMATION

It is the policy of JSCC to provide a safe environment for State Government employees to work. Due to the Contract requirements, JSCC requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) JSCC may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, JSCC may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor’s criminal background checks, the details below must be provided to JSCC:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years, has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time, there has been an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify JSCC within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then- current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

4.7.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:

1. Original unaltered criminal background check from the organization providing the background check.
2. The background check provider’s company name, company mailing address, and contact phone numbers.
3. The full name of the individual, which matches the government issued photo ID.
4. The current address of individual being checked.
5. The date the criminal background check search was conducted.

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to JSCC in order to perform Services under this Contract:

YES NO

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. JSCC will approve or disapprove the requested substitution in a timely manner. JSCC may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, JSCC may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of JSCC under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 QUESTIONS TO VENDORS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The James Sprunt Community College Board of Trustees (JSCC Trustees) seeks to contract with a qualified consultant to search for a new President.

The Vendor must be effective in recruiting candidates for a presidential position for colleges or universities with a preference for and experience with community colleges. The successful vendor will serve as a liaison between the Board of Trustees, the College's Search Committee, and the candidates.

The selected Vendor shall provide assistance, support, guidance, and direction to the JSCC Trustees in all aspects of the JSCC Trustees' national search for a President, including but not limited to, working with the Search Committee to establish minimum candidate qualifications, placing advertisements announcing the position, recruiting candidates, reviewing applications, assisting in the recommendation of the final candidates for the Search Committee to interview, and conducting background checks on the final candidates.

5.2 TASKS/DELIVERABLES

The successful Vendor shall help formulate the necessary qualifications for a new JSCC President; publish these qualifications on a nationwide basis; request applications from qualified candidates; review and summarize the applications received; recommend a narrowed set of applications to the Search Committee for consideration for interviews; aid in scheduling and conducting the candidate interviews.

The Vendor shall provide a schedule with key benchmark dates, including but not limited to, identification of position requirements, dates for ad placements, closing date for receipt of applications, date for submission of candidates to the Search Committee, and dates for interviews.

- a. Provide assistance, support, guidance and direction to the Board of Trustees and Presidential Search Committee in all aspects of JSCC's search for a President-Elect.
- b. Assist in the review of the position profile and description, qualifications, and performance standards, including a detailed description of the process for developing the profile, description, qualifications, candidate assessment and performance standards.
- c. Development, review, and finalization of an overall search methodology, including a detailed description of how the overall search process will be conducted and managed.
- d. Development of key competency areas for evaluating candidates; development, design, review and finalization or competency evaluation tool with scoring system.
- e. Development and design of interview questions for potential telephone/video interviews, off-campus interviews, and on-campus interviews, with a response scoring system for all questions.
- f. Prepare and place advertisements in state and national publications, including HUB publications, announcing the position and seeking qualified applicants after review by the Search Committee.
- g. Active national outreach and recruitment of interested individuals having superior qualifications and meeting all requirements as set forth in the position profile and description.
- h. Receive, at a place other than James Sprunt Community College, all applications. Shall provide all applications in electronic and paper format.
- i. Assistant with the initial screening of candidates for the position, based upon agreed upon criteria.
- j. Evaluation with the College Search Committee and recommendation of candidates for additional consideration.
- k. Review of candidates' applications, curriculum vitae, and résumés; verification of credentials; performance of behavioral assessments evaluation, reference checks, and background check.
- l. Review applications and prepare a one-page summary of all applicants describing the strengths and weaknesses of each applicant. Submit the summaries to the search committee. The Search Committee reserves the right to review all applications.
- m. Development and finalization of a process with the JSCC Board of Trustees and College Search Committee for interviews and coordination of candidate participation in interviews, including logistics (i.e., travel arrangements, etc.) and coordination and management of any telephonic or web-based interviews, off campus interviews, and on-campus interviews.

- n. Provide administrative and clerical support to the JSCC College Search Committee and the JSCC Board of Trustees for the entire search process and related activities.
- o. Communication with all candidates acknowledging their application or nomination and informing them of their ongoing, as well as their final status, in the search.
- p. Assist with the evaluation and identification of strengths and areas of growth for each finalist.
- q. Assist in the narrowing of candidates to up to three finalists which will be interviewed in-person.
- r. Conduct extensive background and reference checks on each finalist to include reference checks of individuals provided by the finalists as well as additional person found through the consultant’s research.
- s. Provide or arrange for evaluation of finalist’s creditworthiness and criminal history.
- t. Management of the search process in a manner consistent with the requirements of all applicable state and federal laws, which to the extent possible and permitted under applicable law, preserves the confidentiality of all interested prospects and candidates throughout the search process up to selection as a finalist for an on-campus interview.

Other services, not directly related to the above list, should also be described in detail.

During the development of the position profile, the search firm shall evaluate feedback obtained from college and community stakeholders regarding requirements and the desired characteristics and qualifications for JSCC’s next leader. This feedback which will be collected via survey will be provided to the selected search firm. This survey is being conducted by the James Sprunt Community College Board of Trustees.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to JSCC a contract manager. The contract manager shall be the JSCC’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

| Contract Manager Point of Contact | |
|--|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |

The Vendor shall be required to designate and make available to JSCC for customer service. The customer service point of

contact shall be JSCC’s point of contact for customer service-related issues (define roles and responsibilities).

| Customer Service Point of Contact | |
|-----------------------------------|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of JSCC, shall be required to meet periodically, at least monthly, with JSCC for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and JSCC’s performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

JSCC encourages the Vendor to identify opportunities to reduce the total cost JSCC. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall be required to provide implementation Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports should be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports promptly and regularly as agreed by the parties.

Within 15 business days of the Contract's award, the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

JSCC shall have the obligation to notify Vendor, in writing, ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by JSCC shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, JSCC may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor’s performance such as: (1) a bond, or similar assurance; (2) liquidated damages;

Proposal Number: 103-2526-02

Vendor: _____

(3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to JSCC' Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by JSCC and Vendor. Amendments to the contract can only be through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found in the table below:

| ITEM # | DESCRIPTION | COST |
|--------|--------------------------|----------|
| 1 | JSCC Presidential Search | \$ _____ |

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/documents/bidattachments/attachment-f-location-workers-utilized-vendor/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

ATTACHMENT H: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT
Between
James Sprunt COMMUNITY COLLEGE (JSCC)
And

(Consultant)

THIS NON-DISCLOSURE AGREEMENT (Agreement) is made between JAMES SPRUNT COMMUNITY COLLEGE (JSCC) and _____ (Consultant), a ____ (insert State) company, located at _____ (insert street address, city, state and zip code). To facilitate certain discussions and analyses related to the search for a new President of James Sprunt Community College between the James Sprunt Community College Board of Trustees (JSCC Trustees), JSCC staff and Consultant (Search), certain information, including but not limited to candidate names, addresses, social security numbers, income, experience, credit history and other background information, (Information), will be disclosed to or collected by consultant, orally and in writing, from JSCC and candidates for the position, either directly or from third parties selected by consultant. All Information of any kind disclosed to Consultant regarding the Search shall be considered confidential until James Sprunt Community College releases the identity of the chosen candidate to the public (Release Date), regardless of whether it is marked or designated as such and shall only be used and disclosed as provided in this Agreement. After such date; the Information is confidential only to the extent allowed under N.C.G.S. § 132-1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. Consultant agrees to hold any Information furnished it relating to the Search in the same manner that it holds its own confidential information, to keep the Information secret and treat it confidentially and, except as otherwise provided in this Agreement, to not permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity nor use in any manner for Consultant’s or any other person’s or entity’s purposes or benefit any Information furnished to it.

2. Consultant shall restrict its disclosure of any Information relating to the Search to those employees of Consultant with a need to know such information in order to perform services specifically requested by JSCC related to facilitating the discussions and analyses related to the Search; provided that all such employees shall be notified of the confidential nature of such Information and shall agree in writing to treat the Information in accordance with the requirements of this Agreement.

3. To prevent premature or unauthorized disclosure of any Information relating to the Search, the following are the ONLY personnel for each party to whom the other party shall release any Information, no matter how inconsequential.

For James Sprunt Community College:

Board of Trustee Chair, Anita Powers

For Consultant:

_____, currently _____
(Title) (Name)

_____, currently _____
(Title) (Name)

4. All press releases shall originate from the JSCC Public Information Officer’s office after copy approval for accuracy by Consultant and JSCC.

5. The obligation, imposed upon consultant herein shall apply to Information relating to the Search regardless of source until the Release Date.

6. All Information relating to the Search furnished to consultant shall be deemed to be loaned to the Consultant for use solely in connection with facilitating the discussions and analyses related to the Search and shall, upon the written request JSCC, either be returned to JSCC or destroyed by consultant.

In connection with any such request, Consultant shall confirm in writing to JSCC that it has destroyed or returned all copies of the Information then in its possession.

7. Neither the furnishing of Information to Consultant nor the performance of any other obligations hereunder shall obligate either party to (a) enter into any further agreement or negotiation with the other party related to the Search or otherwise, or (b) refrain from entering into an agreement or negotiation with any other person or entity.

8. Consultant acknowledges and agrees that a breach or violation of the covenants contained in this Agreement may have an irreparable, material and adverse effect upon JSCC and that, damages arising from any such breach or violation, may be difficult to ascertain. Without limiting any other remedy at law or in equity available to JSCC, in the event of a breach of the covenants contained in this Agreement, JSCC shall have the right to an immediate injunction enjoining Consultant’s breach or violation of such covenant or covenants, without the need to post any security or bond. At JSCC’ sole discretion, JSCC may terminate all other agreements with Consultant at Consultant’s breach or violation of this Agreement, and, if terminated, Consultant shall return all Information to JSCC within one business day of written notice of termination. Every right and remedy of JSCC shall be cumulative and JSCC, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise, available at law or in equity.

9. This Agreement shall be governed by, and construed in accordance with, the internal laws (as opposed to conflicts of law provisions) of the State of North Carolina. Consultant agrees that any claim or suit between the parties relating to or arising under or in connection with this Agreement may only be brought in and decided by the State courts located in North Carolina, such courts being a proper forum in which to adjudicate such claim or suit, and Consultant hereby waives any objection to each such venue and waives any claim that such claim or suit has been brought in an inconvenient forum. James Sprunt Community College RFP# 103-2526-02 Vendor: _____

10. This Agreement shall not be modified or amended except by a written document executed by both parties.

11. A waiver by any party of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement shall he deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below written and becomes effective the date of last signature.

JAMES SPRUNT COMMUNITY COLLEGE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****