

ALAMANCE-BURLINGTON SCHOOL SYSTEM
REQUEST FOR PROPOSAL (RFP)
EMPLOYEE BENEFITS BROKER/CONSULTING SERVICES

RFP # 218-31-17

TITLE: Section 125 Cafeteria Plan RFP

ISSUE DATE: October 8th, 2018

ISSUING DEPARTMENT: Alamance-Burlington School System
Finance Department
1712 Vaughn Rd.
Burlington, NC 27217

Sealed proposals subject to the conditions made a part hereof will be received until 4:00 p.m., October 31, 2018 for furnishing services described herein.

MAILING INSTRUCTIONS: Mail or hand deliver twelve (12) sealed copies of Proposal(s) to:

Sealed Proposal RFP # 218-31-17
Alamance-Burlington School System
Finance Department
Attn: Jeremy Teetor
1712 Vaughn Rd.
Burlington, NC 27217

IMPORTANT NOTE: Indicate firms' name and "ABSS Sealed RFP for Section 125 Cafeteria Plan" on the front of a sealed envelope or package. It is the responsibility of the bidder to have the sealed bids in this office by the specified time and date proposals are due. If the bid is an amendment to a bid previously submitted, this should also be noted along with the date of the amendment so the amended bid will completely overrule any prior submissions. Within the sealed bid envelope should be a sealed separate envelope containing your proposed fees, if any, to be paid annually by ABSS. **ABSS employees are to incur no fees in relation to their participation in their benefit plans.** Such envelope will only be opened if your proposal has been evaluated by the ABSS evaluation committee to be a qualified proposal.

INQUIRIES: Questions concerning the specifications in the Request for Proposal will be received until 1:00 p.m., October 30, 2018. Questions shall be submitted in writing and e-mailed to Jeremy_Teetor@abss.k12.nc.us. Include the proposal number in the subject line of the e-mail.

INTRODUCTION

Alamance-Burlington School System, herein referred to as ABSS, is soliciting Request for Proposal (RFP) for employee benefits broker/consulting services.

BACKGROUND

This request for proposal is congruent with the ABSS Strategic Plan and North Carolina general statutes which support a qualification based selection process for obtaining services.

SCOPE OF WORK

ABSS is searching for a broker/consultant with evidence that they are able to provide the needed benefit administration for ABSS and its employees. This RFP does not indicate in any way that we are dissatisfied with the services, plans and/or products of our current provider, instead we are ensuring that our employees are continually offered the best benefit services and products available.

Preference will be given to organizations that have a record and experience providing administrative services for Section 125 cafeteria plans.

Alamance-Burlington School System has 2,945 employees, 36 schools, a Central Office, a Transportation/Maintenance Annex and a Central Office Annex.

All current benefit plans are elective. Health insurance and standard disability insurances are provided by operation of the State Legislature and are not included in this RFP.

ABSS benefits staff enrolls new hires in the dental and group term life programs. There are currently no regular enrollment periods for the group whole life program. All other benefits provided through the Section 125 Plan are enrolled annually through on-site presentations/meetings, with enrollers trained and provided by the broker.

CONTRACTUAL TERM

Any contract issued between Alamance-Burlington School System and the successful bidder shall be guaranteed for five years. At its discretion, ABSS may decide at any time after the initial contract year, with six months written notice, to terminate the contract.

E-VERIFY REQUIREMENTS

Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes to the extent applicable. If using a subcontractor to provide goods and/or services to Alamance-Burlington School System, vendor shall also require subcontractor to comply with Article 2 of Chapter 64 of the North Carolina General Statutes to the extent applicable.

EVALUATION OF PROPOSALS

All timely and conforming proposals will be reviewed by an evaluation team of ABSS employees. The evaluation team will consist of a teacher, principal, child nutrition staff, school based classified employee, operations classified employee, finance benefits staff, finance leadership, and board representatives. Proposals will be evaluated on written material only, however at their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

Vendors should be available for questions if necessary. All responses to the requests for information in this RFP will be evaluated as below unless otherwise noted:

- Does not meet the needs of ABSS
- Meets the needs of ABSS
- More than meets the needs of ABSS

Following the outline in the RFP in preparing your proposal should help the evaluation team in their process. Once the evaluation is completed, proposals that do not meet the needs of ABSS will be eliminated from consideration. References will be contacted for the remaining proposals. Responses received will be used to adjust the evaluation, if appropriate. Fee envelopes will then be opened for the proposals that remain. Fees, if any, will be evaluated against the overall evaluation points to determine the proposal deemed to offer the best services for the best value to ABSS. The committee will then make a recommendation to the school board.

TIMELINE FOR SELECTING A BROKER

The evaluation team intends to recommend a broker to the Alamance-Burlington School System Board of Education in January 2019. This should provide adequate time for the broker to plan for calendar year 2020 enrollments.

REQUIREMENTS

TYPE OF PLAN

Qualifications will be accepted for all payroll deductions excluding deductions for State Employees' Health Insurance, State Employees' Credit Union, and supplemental retirement plans including but not limited to 401K, 457, or tax-sheltered annuities (403b) plans. ABSS desires to have one vendor provide and service the proposed plan. Employees will be allowed to participate in any of the optional insurance plans regardless of their participation in Section 125. Proposals should include:

OPTIONAL INSURANCE PLANS

- Vision Insurance
- Term Life Insurance
- Cancer Insurance
- Supplemental Disability
- Critical Illness Insurance
- Intensive Care Insurance
- Accident Insurance
- Medical Bridge Insurance (GAP Plan)
- Universal Life Insurance Plan
- Group Term Life Insurance

FLEXIBLE SPENDING ACCOUNTS

- Medical Reimbursement
- Dependent Care Reimbursement

OTHER SERVICES

- Section 125 Administrative Services
- TPA Services for the ABSS Self-funded Dental Plan
- Enrollment Services (group presentations, individual counseling, etc.) required in implementing the plan

OTHER SERVICES DESIRED BY ABSS

ABSS desires a Section 125 administrator which will complete all required discrimination testing, all required reports and will adhere to procedures, guidelines, regulations, and laws related to the collection, disbursement, and record keeping for the spending accounts for employees.

Alamance-Burlington School System requires a North Carolina licensed agent with the expertise and capacity to provide the products and services requested to an employer of at least 2,000 employees. Such expertise and capacity must be fully evident within the proposal and verifiable through a minimum of five (5) references.

QUESTIONS

1. Please give a brief history of your organization including the year it was established.
2. Is your company a wholly-owned subsidiary or a division of another company? If so, please identify the company name and address.
3. Have any of the principals or the firm ever been named in a lawsuit dealing with the management of a Section 125 plan? If so, please provide details.
4. How many public sector clients in North Carolina do you currently have?
5. How many NC education sector clients do you currently have?
6. How many NC education sector clients do you currently administer the full Flexible Benefits package (Spending Accounts) for?
7. How would you keep ABSS informed of all changes in both state and federal laws and regulations pertaining to Section 125 plans to assure the district and its plan remain in compliance?
8. Who are you proposing as your Third Party Administrator for Flexible Spending Accounts?
 - a. Describe the claim reimbursement process for Spending Accounts.
 - b. How often do you pay reimbursement claims?
 - c. What experiences does your organization have with Flexible Benefit Administration?
 - d. Do you provide a Flex Card (debit card) and how long has your company provided this card? Is there a fee associated with the debit card?
9. Who are you proposing as your Third Party Administrator for the ABSS Self-funded Dental Plan?
 - a. What types of services will they provide as part of their administration?
 - b. List any fees or charges associated with the plan administration.
10. Describe in detail the communication and enrollment process.
 - a. Who will be doing the enrollments?
 - b. What does your open enrollment process look like at the schools?
 - c. What is their experience in benefit communication and enrollment with the NC Public Schools?
 - d. Include brochures or information you will be using during the enrollment process.
11. List any fees or charges associated with the Flexible Spending Accounts.
12. List any cost for brochures, enrollment services, etc.
13. Provide a copy of a benefit election form that will be submitted to Alamance-Burlington School System indicating an employee's benefit enrollment.
14. Provide brochures and cost for each product you are proposing.
15. What professional organization do you belong to which you feel enhances your position as the provider of our Flexible Benefits Plan?
16. Do you provide plan documents for the employer? If so, at what cost?
17. Describe the billing process from your company to Alamance-Burlington School System.
18. Explain how you expect to be compensated for your services. Are your enrollers paid a commission or per diem basis? What do you see as the advantages of your method of compensation?
19. What reports are sent to the employer and how often?

20. What reports are sent to the employee and how often?
21. What enrollment methods will be used (online, paper)?
22. Is each member of your enrollment team a full time employee of your company or are they 1099 sub-contractors?
23. Will a local representative of the company be available during normal working hours for customer service?
24. What is the size of your staff?
25. List staff experience for employees handling our account.
26. What is your average processing time between receipt of contributions and disbursement to vendors?
27. What is your average turnaround time of an approved claim?
28. Do you provide upload of enroll information into payroll systems such as LINQ? Please explain.
29. Will you provide consolidated billing for the district? Will all participants and contributions be identified? Can this be done electronically? Please describe in full your consolidated billing process.
30. Describe the computerized system used to collect, assimilate and integrate the data of the program.
31. Describe the support that is provided with discrepancies from enrollment upload after open enrollment.
32. Do you offer services to reconcile bills to payroll deductions? Is there an additional fee for this service?
33. Describe the portability features of your products. Is there a differential in the charge to the employee for this portability feature?
34. What happens to existing policies on the termination of the master contract? What options are available for certificate holders at that time?
35. Do you anticipate offering any other employee-pay-all type of coverage in the near future?
36. Do you require vendors to execute hold harmless agreements?
37. Do you provide any software or solutions for ACA monitoring and reporting? If so, please describe including any cost that would be charged.

TECHNICAL REQUIREMENTS

The following Technical requirements must be submitted in whole in a sealed envelope. Presentation must be presented **in the order listed below**. Failure to submit the following may result in the rejection of the proposals. Each requirement will be evaluated and scored according to the number of points shown in parenthesis.

- | | |
|--|-------------|
| 1. Mission Statement | (10 Points) |
| 2. Quality Standards | (15 Points) |
| 3. Copy of NC License | (5 Points) |
| 4. List of References | (10 Points) |
| (List at least five references
Preferably with other State or
Local Government agencies) | |
| 5. Company Overview | (10 Points) |
| 6. Corporate Profile | (10 Points) |

7. Question Responses	(30 Points)
8. Implementation Plans	(15 Points)
9. Unique Characteristics	(5 Points)
10. Diversity Practices	(5 Points)

DEFINITIONS

<u>Mission Statement:</u>	A statement of the organization's belief and goals.
<u>Quality Standards:</u>	To include, but not limited to, quality certification or awards received by your company, implementation of best practices within your organization, performance tracking measurements, performance guarantees, describe process in place to address problems, both from within the operation and with end users.
<u>List of References</u>	These five references must be from employers of at least 2,000 employees, in which you currently provide Flexible Benefit (Spending Account) Administration, not insurance products only. Among those five references, at least four (4) should be from school systems in North Carolina. The references should not only be able to verify the company's ability, but also the agents and/or their agency. Include the name, company name, number of employees, and telephone number for each reference. Indicate most recent lost account including reason for loss and contact information.
<u>Company Overview:</u>	Background on company to include, but not limited to, number of years in business, growth, market position, number of employees, number of offices, and copy of most recent annual report. Describe the current level of automation in your company as it relates to day-to-day processes.
<u>Corporate Profile:</u>	Names, titles, and responsibilities of employees to include a statement of qualifications for each person listed.
<u>Question Responses:</u>	Please retype the questionnaire and provide your answer when responding to the given question.
<u>Implementation Plans:</u>	To include, but not limited to, detail plans for orderly transition from current provider to your organization.
<u>Unique Characteristics:</u>	Please comment on any characteristics of your organization that are considered unique in the industry.
<u>Diversity Practices:</u>	Describe your company's level of commitment to Diversity practices to include, but not limited to, practices that are implemented locally and program for partnering with minority and women owned business suppliers.

Alamance-Burlington School System
FORM OF PROPOSAL
RFQ 218-31-17
Employee Benefits Broker/Consulting Services
Section 125 Cafeteria Plan

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. It can obtain insurance certificates as required within 10 calendar days after award and written notice to proceed will be given after receipt of insurance certificates.
3. The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the proposed cost.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date submitted, to furnish the subject services as indicated.

Offeror: _____

Address: _____

City, State, Zip _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Federal Employer ID Number: _____

Signature: _____

Typed or Printed Name: _____

Title: _____ Date: _____

INSTRUCTIONS TO FIRMS

1. **READ, REVIEW AND COMPLY:** It shall be the Firm's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Firms or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Firm's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** Alamance-Burlington School System reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Firm, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Alamance-Burlington School System 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 Alamance-Burlington School System, cancellation or other changes in the intended project or any 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 Alamance-Burlington School System.
5. **EXECUTION:** Failure to sign the Cost Proposal in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Firm shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Firm must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), Alamance-Burlington School System 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.
8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Alamance-Burlington School System will maintain confidential trade secrets that the Firm does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Firm, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Firm may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Firm that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Firms are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
9. **PROTEST PROCEDURES:** When a Firm wishes to protest a Contract resulting from this solicitation with an awarded amount of at least \$25,000, a Firm shall submit a written request addressed to the Finance Director at 1712 Vaughn Rd, Burlington, NC 27217. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

10. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
11. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Firm agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Firms are forbidden from having any communications with the using or issuing agency, or any other representative of Alamance-Burlington School System concerning the solicitation, during the evaluation of the proposals (i.e., after receipt of the proposals and before the award of the Contract), unless Alamance-Burlington School System directly contacts the Firm(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Firm shall not: (a) transmit to Alamance-Burlington School System any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Firm's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Firms not in compliance with this provision may be disqualified, at the option of Alamance-Burlington School System, from the Contract award.
12. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received Alamance-Burlington School System prior to the date and time proposals are due. A withdrawal request must be on Firm's letterhead and signed by an official of the Firm authorized to make such request. Any withdrawal request made after the date and time proposals are due shall be allowed only for good cause shown and in the sole discretion of Alamance-Burlington School System.
13. **INFORMAL COMMENTS:** Alamance-Burlington School System shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Alamance-Burlington School System during the competitive process or after award. Alamance-Burlington School System is bound only by information provided in this RFP and in formal Addenda issued.
14. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Firm in preparing or submitting offers are the Firm's sole responsibility; Alamance-Burlington School System will not reimburse any Firm for any costs incurred prior to award.
15. **FIRM'S REPRESENTATIVE:** Each Firm shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **SUBCONTRACTING:** Unless expressly prohibited, a Firm may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Firm includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Firm itself.
17. **INSPECTION AT FIRM'S SITE:** Alamance-Burlington School System reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Firm prior to Contract award, and during the Contract term as necessary for Alamance-Burlington School System determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
18. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Firm shall become the property of Alamance-Burlington School System when received.

ALAMANCE-BURLINGTON SCHOOL SYSTEM TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Firm shall fail to fulfill in timely and proper manner the obligations under this contract, Alamance-Burlington School System shall have the right to terminate this contract by giving written notice to the Firm and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Firm shall, at the option of Alamance-Burlington School System, become its property, and the Firm shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Firm shall not be relieved of liability to Alamance-Burlington School System for damages sustained by Alamance-Burlington School System by virtue of any breach of this contract, and Alamance-Burlington School System may withhold any payment due the Firm for the purpose of setoff until such time as the exact amount of damages due Alamance-Burlington School System from such breach can be determined. Alamance-Burlington School System reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Firm without expense to Alamance-Burlington School System.

In case of default by the Firm, Alamance-Burlington School System may procure the services necessary to complete performance hereunder from other sources and hold the Firm responsible for any excess cost occasioned thereby. In addition, in the event of default by the Firm under this contract, or upon the Firm filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Firm, Alamance-Burlington School System may immediately cease doing business with the Firm, immediately terminate this contract for cause, and may act to debar the Firm from doing future business with Alamance-Burlington School System.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Firm to notify, in writing, Alamance-Burlington School System at once, indicating the specific regulation which required such alterations. Alamance-Burlington School System reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Firm are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **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.
5. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws rules.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Alamance-Burlington School System is responsible for all payments to the Firm under the Contract.
7. **AFFIRMATIVE ACTION:** The Firm 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.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Firm shall hold and save Alamance-Burlington School System, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9).

11. **ASSIGNMENT:** No assignment of the Firm's obligations nor the Firm's right to receive payment hereunder shall be permitted.

However, upon written request approved by Alamance-Burlington School System and solely as a convenience to the Firm, Alamance-Burlington School System may:

- a. Forward the Firm's payment check directly to any person or entity designated by the Firm, and
- b. Include any person or entity designated by Firm as a joint payee on the Firm's payment check.

In no event shall such approval and action obligate Alamance-Burlington School System to anyone other than the Firm and the Firm shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, Alamance-Burlington School System may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Firm's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

12. **INSURANCE:**

COVERAGE - During the term of the Contract, the Firm at its sole cost and expense shall obtain from an insurance company duly authorized to do business in North Carolina, and to the satisfaction of Alamance-Burlington School System, insurance as listed below. The Firm shall initially provide Alamance-Burlington School System with one copy of a valid, current certificate of insurance. If requested, the Firm shall also, before commencing work or at any time while the contract is in effect, provide to Alamance-Burlington School System all required insurance policies including all amendments, riders and endorsements. It is the Firm's responsibility to provide Alamance-Burlington School System with a valid, current insurance certificate as long as the contract is in effect. Should Alamance-Burlington School System allow the Firm to commence service without the required insurance coverages, the Firm shall not be relieved of his duty to provide such coverages and/or his liability to Alamance-Burlington School System as a result of such failure to provide insurance. All insurance documentation must be in a form satisfactory to Alamance-Burlington School System.

a. **Automobile Liability** - The Firm shall provide and maintain automobile insurance and shall require the same of any subcontractor. This coverage shall apply to all vehicles the contractor owns or uses n performing the contract and all vehicles the Firm operates on Alamance-Burlington School System property. This coverage shall be in the amount of at least \$500,000 per person per occurrence for bodily and personal injury and at least \$100,000 per occurrence for property damage.

b. **Commercial General Liability** – The Firm shall provide and maintain Commercial General Liability and property damage insurance to cover him and any subcontractor while performing service on Alamance-Burlington School System's property with the following limits: \$500,000 of liability for each person and \$500,000 of liability for each occurrence and \$100,000 in property damage for each occurrence. This coverage shall include the products-completed operations hazard and shall be written on an occurrence form and shall contain contractual liability coverage.

c. **Worker's Compensation** – The Firm shall maintain Worker's Compensation insurance for all employees and shall require the same of any subcontractor. This insurance shall be as required by North Carolina General Statutes (NCGS).

d. **Certificate Holder and Additional Insured is Alamance-Burlington School System. Alamance-Burlington School System shall also be named an additional insured on the Vendor's Commercial General Liability and Builder's Risk policies.**

15. **INDEPENDENT CONTRACTOR:** Firm shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Firm represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with Alamance-Burlington School System.

16. **KEY PERSONNEL:** Firm shall not substitute key personnel assigned to the performance of this contract without prior written approval by Alamance-Burlington School System. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Firm's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Firm or its employees shall not be subcontracted without prior written approval of Alamance-Burlington School System. Acceptance of a Firm's proposal shall include approval to use the subcontractor(s) specified therein in accordance with paragraph 16 of Instructions to Firm.
18. **TERMINATION FOR CONVENIENCE:** The State may terminate this contract at any time by 30 days' notice in writing from Alamance-Burlington School System to the Firm. In that event, all finished or unfinished deliverable items prepared by the Firm under this contract shall, at the option of Alamance-Burlington School System, become its property. If the contract is terminated by Alamance-Burlington School System as provided in this section, Alamance-Burlington School System shall pay for services satisfactorily completed by the Firm, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any Alamance-Burlington School System information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Firm under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of Alamance-Burlington School System.
20. **CARE OF PROPERTY:** The Firm agrees that it shall be responsible for the proper custody and care of any property furnished it by Alamance-Burlington School System for use in connection with the performance of this contract or purchased by or for Alamance-Burlington School System for this contract, and Firm will reimburse Alamance-Burlington School System for loss or damage of such property while in Firm's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of Alamance-Burlington School System, and Firm hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to Alamance-Burlington School System; provided, however, that as to any preexisting works imbedded in such deliverables, Firm hereby grants Alamance-Burlington School System a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Firm or subcontractor providing call or contact center services to the Alamance-Burlington School System shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Firm wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to Alamance-Burlington School System in writing, prior written approval must be obtained.

Firm shall give notice to the Alamance-Burlington School System of any relocation of the Firm, employees of the Firm, subcontractors of the Firm, or other persons performing services under this contract to a location outside of the United States.

23. **COMPLIANCE WITH LAWS:** Firm shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
24. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Firm's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by Alamance-Burlington School System.
26. **WAIVER:** The failure to enforce or the waiver by Alamance-Burlington School System of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs and/or other documents as part of Firm's response will be waived and have no effect either on this RFP or on any contract that may be awarded resulting from this solicitation. Firm specifically agrees to the conditions set forth in this paragraph by signature to the proposal.
29. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
30. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.