



REQUEST FOR PROPOSAL
Child Support Enforcement Services
For Wayne County Department of Social Services

Dated: January 21, 2025

Proposal Issued By:
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Request for Proposal for Wayne County CHILD SUPPORT ENFORCEMENT SERVICES

Section A: PURPOSE

Wayne County, also referred to as the “County”, through its Technical Representative (TR), the Wayne County Department of Social Services (hereafter referred to as the “TR”), is soliciting sealed proposals to establish a contract through competitive negotiations to acquire the services of a Contractor, hereafter referred to as the “Contractor” that can provide total privatization of the county’s Child Support Enforcement Program. This contract will be for a three (3) year period contingent upon the annual appropriation of funds. The contract will include the option of the county to extend the contract for three additional one-year extensions.

Section B: OBJECTIVES

The Wayne County Board of Commissioners desires to contract with a firm for a three (1) year periods beginning July 1, 2025, contingent upon the annual appropriation of funds and under the terms and conditions included within this proposal.

Section C: PROCUREMENT PROCESS

C1. Invitation

Pursuant to N.C.G.S. 143-129, Wayne County will accept sealed proposals for **Child Support Enforcement Program** at the Wayne County Court House, 224-226 East Walnut Street Room 480 Goldsboro, NC 27530 until 2:00 P.M EST February 24, 2025, Only sealed proposals will be accepted. No proposal will be accepted after the official time and date. Copies of the specifications and proposal can be found on our website at <https://www.waynegov.com/Bids.aspx> or by contacting Mandy Trujillo, Procurement Specialist at 919-7051714 by phone or email at amanda.trujillo@waynegov.com during regular business hours. The County encourages participation by small, minority, and woman-owned businesses. Wayne County reserves the right to reject any and/or all proposals.

C2. Additional Information & Inquiries

This Request for Proposal (RFP) is issued by the Wayne County Purchasing Office on behalf of the Wayne County Department of Social Services. Any inquires, clarifications, or interpretations regarding this RFP should be directed, **in writing**, to the Wayne County Finance Department, Procurement Specialist, Mandy Trujillo at amanda.trujillo@waynegov.com.

The County will accept **written or emailed** inquiries regarding this RFP until Monday, **February 17, 2025**.

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Contractor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation by the deadline for written inquiries. The County’s interpretation of the RFP shall be controlling in all cases. Only written questions will be considered formal. Any information given by telephone will be considered informal. Fax and email messages will be treated as written requests.

C3. Important Dates

Deadline for submitting questions in writing:	February 17, 2025 5:00PM
Responses to questions:	February 20, 2025 5:00 PM
Proposal Due Date:	February 24, 2025 2:00 PM
Anticipated Award Date (tentative)	May 2025
Contract Start Date	July 1, 2025

C4. Submission

Bids may be hand delivered or mailed to the Wayne County Finance Office, 224-226 East Walnut Street 4th Floor Finance Department. The company name, address, and the title, Child Support Enforcement Services shall be clearly marked on the outside of the envelope. Bids will not be accepted after the date and time stated in Section C1 Invitation.

Contractors must submit one original, six (6) copies and one digital copy on a USB of the proposal in a sealed package. The original proposal shall be signed and dated by an official authorized to bind the firm. The package must bear the name of the firm, date, and the title, Child Support Enforcement Services. These proposals shall be submitted to the Wayne County Attn: Finance Office, 224-226 East Walnut Street, Goldsboro, NC 27533 4th Floor no later than **February 24, 2025 by 2:00 pm.**

Any bid submitted on forms other than the Wayne County bid form may be disqualified. If it is questionable that the postal service can deliver your bid on time, it is suggested that it be hand delivered. Telephone proposals and/or faxed proposal will not be accepted. All proposals must be typed or written in ink and signed by the contractor's designated representative.

C5. Decline to Offer

Any firm that receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office by February 21,2025.

C6. Cost for Proposal Preparation

Any costs incurred by Contractor in preparing or submitting proposals are the Contractors' sole responsibilities; the County will not reimburse any Contractor for any cost incurred.

C7. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

C8. Qualifications of Contractor Staff

The Contractor shall warrant that all persons assigned by it, to perform this Contract, shall be fully qualified to perform the services herein.

C9. Performance Bond

The Contractor shall procure and keep in full force and effect a performance bond in the amount of \$200,000.00. The bond shall secure the Contractor's performance under the terms of this contract and expressly state that it covers any and all losses, damages or consequential losses to Wayne County arising out of Contractor's failure to perform. The bond will be issued for a one-year period subject to renewal. If the bonding company fails to renew, its failure is not a breach of contract that subjects bonding company to liability on the contract between Contractor, and Wayne County. If the bonding company fails to renew, Contractor shall secure another bond or post cash to secure performance.

C10. Insurance Requirements

The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this contract the following insurance from one or more insurance companies acceptable to Wayne County and authorized to do business in the State of North Carolina.

- a. Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$1,000,000 each accident. This insurance must include a waiver of subrogation in favor of the County.
- b. Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
- c. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 each accident combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- d. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the Wayne County as an additional insured. Should any of the policies be canceled before expiration date, the issuing company will provide by mail thirty (30) days written notice to the certificate holder. This contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Wayne County and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

C11. Evaluation of Proposals

Proposals will be evaluated according to completeness, content, experience with Child Support Enforcement Programs, and the ability of the Contractor and its staff. The award of a contract to one Contractor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the County.

Contractors are cautioned that this is a request for offers, not a request to contract.

Technical proposals will be evaluated first. Preference will be given to those proposals with experience administering local child support enforcement programs and are able to demonstrate track records of excellence relating to the primary child support enforcement goals and that

include strategies to integrate their services with other Health and Human Services programs that the County provides, along with other partner organizations.

Upon completion of the technical evaluation, the cost proposals of those firms whose technical proposals have been deemed acceptable will be opened and evaluated. The total financial proposal offered by each firm will be tabulated and become a matter of public record.

In addition to meeting mandated specifications, proposals will be evaluated for the ability of a contractor to provide, in the County's opinion, the best overall solution to meet the County's objectives for the child support enforcement program.

At the County's option, the evaluators may request oral presentations or discussion with any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms from the Contractor.

C12. Time for Acceptance

Each proposal must state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

C13. Withdrawal of Proposals

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof, or in accordance with N.C.G.S. 143-129.1.

C14. Rejection of Proposals

Wayne County reserves the right to reject any or all proposals, with or without cause, when such rejection is in the best interest of the County. Wayne County also reserves the right to reject the bid of a contractor who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the County.

C15. Award of Contract

The award of any contract resulting from this proposal will be made to the lowest responsible, responsive firm, taking into consideration quality, performance, and time specified in the proposal for the performance of the contract. The award represents a preliminary determination as to the qualification of the firm offering the proposal, and that no legally binding acceptance of the offer occurs until the awarding authorizing authority executes the contract. This RFP and awarded contract will also incorporate the attached General Provisions.

C16. Notification of Award

The successful firm will be notified within ten (10) working days after the contract award. Wayne County will notify the successful firm in **writing**, either by a LETTER TO PROCEED or a PURCHASE ORDER, or both, after all prerequisites and specifications have been met by the proposing firm and the award has been made. **Verbal notification of the award is not considered a reliable mode of notification and therefore, will not be recognized as an official notification.**

C17. North Carolina Sales Tax

If contractor is required to charge North Carolina sales tax on contractor's sales, contractor shall not include it as part of the proposal price. County will pay North Carolina sales tax over and above proposal prices when invoiced.

C18. Payment

Upon receipt of the monthly service statement/invoice for the prior month's service, the County shall make payment to the contractor within thirty (30) days.

C19. Terms of Agreement

It is anticipated that this contract will commence on July 1, 2025. The first Contract period will be from July 1, 2025 thru June 30, 2026. The county has the option to award two additional extensions with each extension being for one year periods. This contract shall be contingent upon receipt of federal and state funding; unavailability of such funds shall constitute grounds for the County to forthwith terminate all or a portion of the contract.

C20. Conformity with Specifications

Contractor's response shall be in strict accordance with the County's specifications. All proposals are subject to the terms and conditions outlined within the RFP. Any proposal which is not in strict accordance with the County's specifications must list each exception separately on the Exceptions to Specifications form in the proposal specifications package.

C21. Responsibility of Compliance with Legal Requirements

The awarded contractor shall pay all taxes, assessments, premiums and fees, and shall file all reports and returns required by law and arising out its operations under this agreement. The contractor's service under this agreement shall be performed in conformity with all applicable laws and regulations, federal, state or local.

The contractor shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (29 CFR Part 60).

The contractor's service shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards.

C22. Permits and Licenses

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all Federal, State, and Local governments in which work under this Contract is performed.

C23. Completion of Proposal Form

Included in the proposal should be the Exceptions to the Specifications form, Anti-Collusion Affidavit, the Qualifications and Business Information Questionnaire, and any additional information the contractor may feel necessary to strengthen his/her proposal.

C24. Advertising

In submitting its proposal, the Contractor agrees not to use the results there from as a part of any news release or commercial advertising without prior written approval of the County.

C25. 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.

C26. Subcontracting

Contractors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom.

In the event the Contractor desires to subcontract any part of the contracted services to another firm after award of the contract, written approval by the County must be obtained prior to such arrangements. Only the subcontractors specified in the Contractor's Technical Proposal are to be considered approved upon award of the contract. The Contractor shall require all subcontractors to comply with all provisions herein. Notwithstanding, the Contractor shall be held liable for compliance with all duties and functions required by the contract, whether performed by the Contractor or a subcontractor.

C27. Proprietary Information

Trade secrets or similar data that the Contractor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential if identified as follows:

Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger. Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information may not be deemed confidential.

C28. Participation Encouraged

The County invites and encourages participation in this procurement by businesses owned by minorities, women, and the disabled, including utilization as subcontractors to perform functions under this Request for Proposals.

C29. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

Section D: OVERVIEW

Wayne County's current caseload, as of September 2024, is approximately 7,064 cases, 86.14% of which are under order, with total collections as of state fiscal year 2023-2024(SFY) equaling \$11,115,474. Payments are received by a centralized state office, so local collection responsibilities will be more related to enforcement.

The number of TANF and Non-TANF cases in the current caseload as of September 30, 2024 is 361 TANF, 2,845 former TANF, and 3,858 Non-TANF.

The current number of initiating and responding interstate cases as of September 2024 are 754 initiating and 358 responding. The number of child support foster care cases is 232.

The annual caseload for the past six state fiscal years is as follows:

2019	9023
2020	8340
2021	8297
2022	8662
2023	8457
2024	7434

As of September 2024, the caseload is 7064

All statistical and fiscal information provided by the State/County reflects the best and most accurate information available to the State/County at the time.

Section E: SCOPE OF SERVICES

E1. The Contractor will provide for the total administration of the IV-D Child Support Enforcement Program in Wayne County, as defined herein. This will be accomplished by working in close relationship with Wayne County Department of Social Services and all other agencies attendant to the Child Support Enforcement Program.

E2. Qualifications

At the date of the issuance of this RFP the Contractor's staff should possess the following qualifications:

- a. Demonstrate a competency in performing services defined in the Scope of Services of this RFP.
- b. Demonstrate a successful history of providing services to Child Support Enforcement in North Carolina or other similar state or local government.
- c. Demonstrate a commitment to and understanding of the total Child Support Enforcement Program process.
- d. Demonstrate an understanding of the financial operations which must be employed. "Financial Operations" are now limited to the collection and disbursement of any associated fees collected by the Contractor in the provision of services. These funds must be passed through to the County.
- e. Demonstrate a prior, substantial experience in providing and managing Child Support Enforcement Programs in North Carolina or similar state or local government.
- f. Demonstrate a working knowledge of the Automated Collection Tracking System (ACTS) which is used to transact much of the business conducted by the Child Support Enforcement Program.

E3. County's Responsibilities

E3a. To notify North Carolina Department of Health & Human Services that Contractor is the new Designated Representative of Programs as defined in N.C. Gen. Stat. §110-129(5) for Wayne County and that all future correspondence must also be directed to the Contractor at the address provided.

E3b. To prepare and transmit referrals to the Contractor on appropriate cases pursuant to Title IV-D. Such referral shall be made through the North Carolina Families Accessing Services through Technology (NC FAST) interface.

E3c. To provide pertinent information relative to changes of status in referred cases, including, but not limited to a change in NON-TANF status to TANF eligible. Such referral shall be made through the North Carolina Families Accessing Services through Technology (NC FAST) interface.

E3d. To furnish Contractor with all materials furnished by the State to operate the Child Support Program in the County. Such materials consist of the ACTS equipment furnished by the State and any program manuals associated with the IV-D program, including those covering ACTS. The County shall not furnish any equipment, including but not limited to computers, printers, servers, switches, or firewalls. Additionally, the County will not provide wire racks, uninterruptible power supplies (UPS), or patch panels. However, the County shall allocate space within a data closet for the contractor's equipment, thereby enabling network integration with the facility's patch panel to establish connectivity to the office space. Accommodation may be made to facilitate connection to the public network for internet access; however, the County makes no guarantees regarding the speed, reliability, or uptime of such access.

E3e. The Policy and Procedures Manual is maintained on-line by the North Carolina Department of Health and Human Services. Updates to the manual are on-line and not in hard copy. The website for the current child support manual is <https://policies.ncdhhs.gov/divisional/social-services/child-support/policy-manual>.

E3f. To consult with the Contractor concerning potential settlements affecting the rights of the County and act as liaison with the State concerning any potential settlements that may affect the rights of the State and consult with the Contractor concerning any adverse administrative or judicial rulings in order to determine appropriate remedies to be sought by the Contractor.

E3g. To monitor Contractor performance through agreed procedures.

E3h. To issue a letter delineating deficiency found (if any) as a result of any County, State or Federal review and requesting submittal of a written corrective action plan within sixty (60) days.

E3i. To impose a financial penalty for failure to timely submit an acceptable corrective action plan. (The imposition of such a penalty does not preclude the County's right to terminate the contract during the assessment of the penalty). The penalty shall initially be assessed by withholding 20% of the next monthly payment due the Contractor and, for each subsequent month of failure to submit a corrective action plan, an additional 25% will be withheld. The county also holds the right to terminate the contract at any time the contractor fails to meet the performance standards outlined in the Memorandum of Understanding the county enters into with the State of North Carolina.

E3j. To notify the Contractor within 30 days of the receipt of the Corrective Action Plan of the acceptability of the plan and to allow 15 calendar days for the Contractor to submit a clarification or revision of the Plan if deemed to be unacceptable to the TR. Acceptance of the plan by the TR does not guarantee that the implementation of the plan will result in elimination of the deficiencies for future penalties for non-compliance that may be applied by the TR.

E3k. To review the Contractor's performance once the corrective action period begins in accordance with the corrective action plan and, if the Contractor is in compliance, issue a written statement of such compliance.

E3l. To impose a financial penalty for failure to correct the cited deficiencies within the corrective action period, such penalty not to preclude contract termination. The penalty shall initially be assessed by withholding 20% of the payment due for each of the next 3 months and will be increase by 10% for each subsequent quarter in which there is a continued failure to meet the standard. The TR will do case reviews on a quarterly basis during this penalty period.

E3m. To arrange access to the North Carolina Department of Health & Human Services, Division of Social Services, Child Support Enforcement Section's Central Office Staff for purposes connected with the operation the Child Support Enforcement Program in Wayne County. This access includes but is not limited to access to the Central Registry for Interstate Cases, State Parent Locate, Tax intercept, Full IRS Collection, Credit Bureau Reporting, and application to the United States Department of Health and Human Services (DHHS) for permission to utilize the State Courts to enforce a child support order against an absent parent who is in another state. Child Support payments are received only by the centralized state contractor. The only payments received at the local county office will be the \$25 or \$10 applications fee (these amounts are based on the financial status of the applicant) assessed to non-PA clients. This fee will be turned over to the county in a manner specified at contract signing.

E4. Contractor's Responsibilities

Under this contract the Contractor shall have the following responsibilities:

E4a. To establish and maintain a child support enforcement program in Wayne County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be totally responsible and accountable for the proper operation of such program for all current, ongoing, and backlog cases in Wayne County.

E4b. To provide all child support enforcement services following standard and accepted child support practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.

E4c. To provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to federal and state laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child. The Contractor will be responsible for providing legal staff to service CSE cases. No County-provided legal services are available.

E4d. To bring all court actions in the manner as prescribed by Article 9 of Chapter 110 of the North Carolina General Statutes and to notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agrees not to enter any settlement which results in the County's or State's loss of revenue. Contractor may appeal from any judicial or administrative

order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that Contractor thinks that a decision needs to be appealed, the Contractor shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify Contractor within 30 days of signing this agreement as to the name of the appropriate County official.

E4e. To utilize the State's automated systems that affect the Child Support Enforcement Program. There are no charges associated with the use of ACTS. Charges to access the Internet and the on-line manuals are the responsibility of the Contractor. Any additional automation needs deemed necessary to assist Contractor in carrying out its responsibilities shall be the responsibility of Contractor. Contractor shall retain all rights to such software developed by the Contractor, at the Contractor's expense, to assist Contractor in carrying out its duties under this Agreement. Software developed by the Contractor at public expense shall be owned by the Wayne County DSS. Such software, including source code, shall be returned to the Wayne County DSS at the time of contract termination.

E4f. To utilize documents produced by the State System. Any additional documents deemed necessary by Contractor shall contain language recommended by the Department of Human Resources to assist it in its distribution function.

E4g. To maintain documentation in accordance with local, state and federal requirements and submit to administration as directed that includes but is not limited to confidential case files, monthly management reports, personnel information and financial documentation.

E4h. To work with employees of the Wayne County DSS to implement strategies to meet County, State, and/or Federal outcome goals.

E4i. To immediately respond to the State IV-D agency's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.

E4j. To maintain the capacity to handle all child support enforcement related calls and referrals in a timely and effective manner.

E4k. To maintain all records as required by any laws, or regulations enacted by the County, State, and/or Federal governments. Contractor will follow all standards for retention of files after case closure. No records will be destroyed.

E4l. To return all case and automated files to the Wayne County DSS at the time of contract termination.

E4m. To be responsible for the proper training and management of staff assigned to the project.

E4n. To ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State at which attendance is requested upon timely notice. Timely notice means at least 15 days advance notice. Contractor will make every effort to comply if less than fifteen (15) days' notice is provided.

E4o. The contractor must abide by all relevant State, Federal, and local policy and recognize that such policy is subject to change. A contractor's failure to comply shall constitute a material

breach of contract. This includes but is not limited to whatever regular investigation may be necessary to ensure personnel are properly qualified to provide services

E4p. The contractor shall recognize that the protection of private information and careful professional discretion are tantamount to ethical practice in providing services. Employees of the contractor may routinely have access to or may overhear information concerning a client's personal or family circumstances. Substantiated failures to keep such information confidential will be treated as a breach of contract and may be subject to other types of policy-based liability, including, but not limited to, civil and criminal liability.

E4q. The contractor shall ensure that services provided involving persons with disabilities is equivalent to the level and quality of service providing involving individuals without disabilities.

E4r. The contractor must ensure that its employees diligently refrain from working on cases where a conflict of interest exists, or where the appearance of a conflict of interest may exist.

E4s. All employees of the contractor must maintain a pleasant, courteous, professional demeanor of all times. Complaints of rudeness or unprofessional behavior will not be tolerated.

E4t. The contractor must agree to provide services and maintain a child support enforcement office in Wayne County.

E4u. The contractor must agree to meet or exceed annual performance measures as indicated by the NC Department of Health and Human Services in the annual Memorandum of Understanding agreement with Wayne County.

E4v. The contractor shall ensure that all staff meet the current federal and state requirements related to background and fingerprint checks required by IRS Publication 1075.

E4w. The contractor must be available during regular County business hours (M-F, 8:00 AM – 5:00 PM). Exceptions include holidays observed according to Wayne County's operating calendar and closure due to bad weather.

E4x. Upon the request of any State or County Official, the Contractor shall make case files immediately available for audit or case review sampling purposes. The Contractor shall comply with any corrective action as set forth in any non-compliance letter received from the County, State, or Federal government within thirty (30) days of receiving the letter.

E4y. To revise and or clarify within fifteen (15) working days any Corrective Action Plan which the County or State determines to be unacceptable in addressing deficiencies.

E4z. To refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.

E4aa. To conduct a review on a semi-annual basis, of a statistically valid sample of IV-D cases in the local Contractor IV-D office to determine if appropriate action has been taken in at least 90% of the cases reviewed. Contractor will provide county with the results. If the State or Federal government has conducted an audit or a review of the program during the six-month period, it shall be substituted for the Contractor's review. Any review conducted by the Contractor shall, at a minimum, utilize the State's format. The Contractor shall also conduct such reviews as may be required by any future State or federal regulations.

E4bb. To provide, on a monthly basis, statistical information relative to the caseload, collections and services in such a manner and format as prescribed by the Wayne County DSS.

E4cc. To cooperate fully with the data collection and evaluation activities carried out by the Wayne County DSS in connection with the services performed under this contract.

E4dd. To develop, with input from the Wayne County DSS, a customer satisfaction survey which will be used to determine the customer satisfaction level. Customer is defined as a client seeking services, the Court system, law enforcement agencies, and other governmental agencies with which the Contractor interfaces on a regular basis. The results of this survey shall be reported to the Wayne County DSS on a quarterly basis.

E4ee. To provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Contractor receives notice that an obligor has filed a bankruptcy petition.

E4ff. To collect and report to the Wayne County DSS any fees required to be charged under State or federal law, regulation or policy.

E4gg. To comply fully with the aforementioned, and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

E4hh. Contractor shall cooperate, to the fullest extent allowed by law, with other county, state, and federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.

E4ii. During the transition, operation, and post operation of the Program, Contractor shall adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.

E4jj. Contractor shall advise the county in writing within ten (10) days of the receipt by the Contractor of any notice of deficiency from the State or federal government or any adverse audit results.

E4kk. Contractor will cooperate with the Wayne County DSS in answering customer complaints related to CSE in a timely manner.

E4ll. The Contractor agrees that all Title IV-D case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stats. §§110-139 and 108A-80. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth.

E4mm. The Contractor further agrees that any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. §6103(p)4. All personnel authorized to handle such tax related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth.

E4nn. The Contractor shall obtain, at its expense, an annual audit by an outside accounting firm and provide the County with a copy of its annual audit report when the report is completed.

E4oo. The Contractor shall provide all necessary equipment to provide the services such as, but not limited to office space, furniture, telephone, copiers, computers, server, system switches, UPS, wire rack, and printers.

E4pp. The Contractor will not attempt to have defendants jailed if the County Attorney states that the detention center is full or about to be full.

E5. Record Retention, Inspections, Audits

E5a. Any records created as a result of this contract shall become the property of the County and must be retained by the Contractor for a period of five (5) years after completion of the contract. At the end of the five-year period, the Contractor shall contact the County prior to disposing of any records. The County, at its option, may take possession of the records.

E5b. The Contractor agrees to preserve and make available all other pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract for a period of five years from the date of expiration or termination of Contract.

E5c. Under no circumstances are the records to be disposed of, within this five-year period or without the consent of the County after the five-year period. Under audit or litigation, the records pertaining to the audit or litigation must be retained beyond the five-year period or until the later of the following two dates: one year following the termination of litigation, including all or for five years from the date of contract termination.

E5d. The awarded contractor will be responsible for retaining the county child support case files currently with the State of North Carolina.

E5e. The Contractor agrees to maintain fiscal books, records, documents, and other evidence which reflect all direct and indirect costs expended under this Contract. The Contractor shall maintain an accounting system in accordance with generally accepted accounting principles. The County, State or the Federal government shall have the right to inspect such records at its convenience.

E5f. It is understood and agreed by the Contractor that the Contractor shall be liable for any State or Federal audit exceptions and shall return to the County all payments made under the Contract to which exception has been taken or which has been disallowed because of such an exception.

E5g. The Contractor shall agree to the conditions of 45 CFR, Part 74.24(a), (b), and (d) and the Department of Social Services Records Retention and Disposition schedule regarding retention and access requirements relating to all financial and programmatic records, support documents, statistical records, and other records of this Contract.

E5h. The parties agree that the records subject to audit shall be limited to records related to this project, and specifically excludes records relating to Contractor's general policies and information on Contractor's overhead and profit rates.

E6. Storage and Retrieval

E6a. The Contractor shall maintain sufficient space for storage of records produced under this contract. The Contractor will maintain an inventory of all documents warehoused in order to expedite retrieval. The Contractor will assure that access to the stored documents is available to the County within two (2) workdays of the request.

E7. Personnel, Facilities, and Records

E7a. The Contractor shall furnish all necessary personnel, materials, services, facilities, and travel and otherwise perform all activities and actions necessary or incidental to the accomplishment of the tasks specified in the RFP or Contract. Personnel and facilities assigned to this contract will not be used in other business without written approval of the Contract Administrator (unless so specified in the proposal).

E7b. The Wayne County DSS or other designated State or Federal agency or its rightfully authorized representative shall at all reasonable times have the right to enter, without notice, into the Contractor's premises, or such other places where duties under this contract will be performed, to inspect, monitor, or otherwise evaluate the work being performed. The Contractor and any subcontractors must give assistance to authorized State and Federal representative. All inspections and evaluations shall be performed in such a manner as will not unduly delay or disrupt the Contractor's work.

Section F: TECHNICAL PROPOSAL

F1a. The technical proposal must cover all phases of the required tasks described in Scope of Services, E4 - Contractor Responsibilities, outlining in detail how and when the tasks are to be accomplished. This should include any track record for accessing electronic data management/client record systems, providing excellent customer service, and reporting results.

F1b. The Contractor 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

F1c. The technical proposal must include a management/manpower plan that clearly specifies the number, type, and time commitment of individual personnel who will be committed to this project.

F1d. The Contractor must identify any proposed subcontractors to be used and detail the specific duties, responsibilities, and qualifications of each.

F1e. The Contractor can continue to use Day Reporting Center to assist absent parents to become self-sufficient or submit a summary of a plan of services they would implement to help absent parents become self-sufficient and assist them with being able to pay child support.

F1f. The Contractor shall submit recent results of client feedback (survey results, comments, etc.) for a similar program.

F1g. The Contractor shall submit examples of their track record for providing similar services, including a list of providers under which your agency is contracted to provide services. This shall include your track record of meeting federal and state incentive goals as well as state performance mandated measures.

F1h. The Contractor shall submit their agency/corporation's capacity to provide the requested services, which include administrative (personnel management, management information system, and infrastructure) capacity.

F1i. The Contractor shall submit outcomes the agency expects from the provision of services, including the a forementioned absent parent support.

F1j. The proposal must contain a statement that the person signing the offer is a legal representative of the firm and is authorized to bind the firm to a contract in the event of award.

F1k. The Contractor shall submit information related to three providers in which your agency is contracted to provide services. These providers shall be able to attest to your agency's work performance, customer satisfaction, abilities to adhere to budgetary restraints, and any other information that the county deems pertinent to determine your agency's ability to provide the contracted services.

Section G: FINANCIAL PROPOSAL

G1. Proposal

Total costs submitted in proposal shall be based on two scenarios:

- a) Fixed fee
- b) Percentage of total collections for the contract year.

G2. Compensation –

G2a. Percentage of total collections for the contract year-The County will pay the awarded Contractor a fee not to exceed 12.75% of the total collections distributed in the contract year. However, in no case shall the fee for the entire year exceed \$1,400,000.00. This "cap" may be revised each subsequent contract year depending on the federal program revenues.

G2b. Total Collections Distributed amounts shall be obtained from the "TOT" line for Wayne County in NC Department of Health and Human Services Report FKAAC580.

G2c. If any costs reimbursed to the Contractor should later be disallowed by any audit or subsequently be denied for reimbursement by the federal government, the County shall deduct the disallowed amount from the next payment due to the Contractor.

G3. Invoices and Payments

Wayne County total collections for FY 2023-2024 were approximately \$11,115,474. The Contractor will be paid monthly based upon the following formula:

G3a. Fixed fee

1/12 of fixed fee each month of the year

G3b. Percentage of total collections for the contract year.

- $\$10,400,000 \times [\text{Contractor's percentage of collections bid}] / 12$

Ex: Contractor bids 10% of collections.

$\$10,400M \times .10 / 12 = \$86,667$ for months one through five and months seven through eleven.

- At the end of month six and month twelve, the Contractor shall invoice for any unpaid amount of the fee earned to date. In no case, however, shall the fee for the entire first year exceed \$1,400,000.00.

G3c. The County shall make payments for the invoiced amount by the 30th day of the month following the month of service or within thirty (30) days of receipt of the invoice, whichever comes last.

G4. Inspection and Audit

The County, the State, and appropriate federal officials and their respective authorized agents shall be authorized to examine all books and accounts of any individual, firm, or corporation insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the County or State which is related to the performance of this or other agency of the State which is related to the performance of this contract or to costs charged to the contract.

G4a. Describe at the end of the contract if the contract is not renewed in detail how the contractor would transition to a new contractor or back to the Wayne County DSS? Also list a time frame of how long the transition period will be?

G4b. The contractor agrees if the County Attorney or Staff Attorney directs that no one be arrested and jailed in the Wayne County Detention Center, due to overcrowding or an infectious disease (COVID) that could spread widely through the jail.

G4c. The contractor must explain whether in the Orders for arrest that uses purge amounts or bonds and why it makes that choice.

G4d. Does the contractor provide paternity test services in house or does it send them to LabCorp? If it is in house, will the contractor agree to have paternity test on the day that a Juvenile Court Judge orders a paternity test?

G4e. Describe in detail how the contractor will treat securing child support, medical Insurance, and board payments when a child is in foster care. How long should it take to get into Court?

G4f. Describe how the contractor will use the Day Reporting Center?

Section H: REQUIRED IRS LANGUAGE ADDITION

H1. Parties

The parties agree to add the language “and amendments thereto” after the mention of IRS Publication 1075 to indicate their understanding that any updates and/or amendments to IRS Publication 1075 the parties are required to be in compliance.

H2. Contractor

The Contractor shall comply with Section 5.4.2.2 of IRS Publication 1075(Rev 11-2016) as required below. The Request for Proposal, Proposal and this Addendum shall constitute the service legal agreement required by Section 5.4.2.2.

5.4.2.2 Consolidated Data Centers: Agencies using consolidated data centers must implement appropriate controls to ensure the protection of FTI, including a service level agreement (SLA) between the agency authorized to receive FTI and the consolidated data center. The SLA must cover the following: The agency with authority to receive FTI is responsible for ensuring the protection of all FTI received. The consolidated data center shares responsibility for safeguarding FTI.

The SLA provides written notification to the consolidated data center management that they are bound by the provisions of Publication 1075, relative to protecting all FTI within their possession or control. The SLA shall detail the IRS’ right to inspect consolidated data center facilities and operations accessing, receiving, storing or processing FTI under this agreement to assess compliance with requirements defined in IRS Publication 1075. The SLA shall specify that IRS’ right of inspection includes the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI.

The SLA shall detail the consolidated data center’s responsibilities to address corrective action recommendations to resolve findings of compliance identified by IRS inspections.

The agency will conduct an internal inspection of the consolidated data center every 18 months, as described in Section 6.4, Internal Inspections. Multiple agencies sharing a consolidated data center may partner together to conduct a single, comprehensive internal inspection. However, care must be taken to ensure agency representatives do not gain unauthorized access to other agencies’ FTI during the internal inspection.

H3. IRC

In accordance with IRC 3103(n), Safeguarding Contract Language, from IRS 1075 (Rev. 11-2016) is incorporated below.

H3a. Contract Language for General Services-Performance

In performance of this contract the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the contractor or the contractor’s responsible employees.
2. The contractor and the contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
5. No work involving returns and return information furnished under the contract will be subcontracted without prior written approval of the IRS.
6. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and upon request, to the IRS reviewing office.
7. The agency will have the right to void the contract if the contract fails to provide the safeguards described above.
8. (Include any additional safeguards that may be appropriate.)

H3b. Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment of as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26CRF 301.6103(n)-1.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any

person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised by the provisions of IRC's 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

H3c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

QUALIFICATIONS AND BUSINESS INFORMATION QUESTIONNAIRE

It is the intent of the Wayne County Board of Commissioners that Contractors possess certain experience and qualifications to ensure quality and security for the service provided within Wayne County; therefore, Contractors are preferred to meet the following minimum requirements:

- A. Contractor shall have been engaged in the operation of providing service of a similar nature.
- B. Contractor shall have engaged in this type of business at least three (3) years immediately preceding the submission of a proposal, or in a business which relates well with such business.

Statements contained herein must be complete and accurate. Omission, inaccuracy, or misstatements can be cause for rejection of a proposal.

I. NAME OF CONTRACTOR

Name of firm (exactly as it is to appear on the contract).

Principal Office Address:

Telephone: () _____

Fax Number: () _____

Form of Business Entity: (check one)

- () Corporation
- () Partnership
- () Individual
- () Joint Venture

II. CORPORATION STATEMENT

If a corporation, answer the following:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in the state of NC? () Yes () No

The corporation is held: Publicly () privately ()

Furnish the name, title, and address of each officer, director, principal shareholders owning 10% or more of the Corporation's issued stock:

DIRECTORS:

	<u>NAME</u>	<u>ADDRESS</u>	<u>PRINCIPAL BUSINESS AFFILIATION OTHER THAN PROPOSER'S DIRECTORSHIP</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

OFFICERS:

	<u>NAME</u>	<u>POSITION</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

PRINCIPAL SHAREHOLDERS:

	<u>NAME</u>	<u>POSITION</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

III. PARTNERSHIP AGREEMENT

If a partnership, answer the following:

Date of Organization: _____

General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

_____ _____ _____ _____
Date Book Page County

Has the partnership done business in NC? Yes () No ()

When? _____

	<u>NAME</u>	<u>ADDRESS</u>	<u>SHARE</u>
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %
5.	_____	_____	_____ %

IV. JOINT VENTURE STATEMENT

If a joint venture, answer the following:

Date of organization: _____

Joint Venture Agreement Recorded? Yes () No ()

_____ _____ _____ _____
Date Book Page County

Have the Joint Venturers done business in NC? Yes () No ()

When? _____

	<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OF OWNERSHIP</u>
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %

V. OPERATIONAL REFERENCES

INSTRUCTIONS:

List at least three (3) persons or businesses who have knowledge of your ability to provide the required services:

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature of Association: _____

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature of Association: _____

ANTI-COLLUSION AFFIDAVIT

**STATE OF NORTH CAROLINA
WAYNE COUNTY**

_____, being first duly sworn deposes and says that:

1. He/She is the _____ of _____;
(Title) (Business Name)
2. He/She is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid;
3. Such bid proposal is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Wayne County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Printed Name: _____

Signature: _____

Date: _____

Subscribed and sworn to before me,
this the _____ day of _____, 20_____.

Notary Public _____

County of _____, NC

My Commission expires: _____

STANDARD TERMS AND CONDITIONS

1. Payment Terms. Payment terms are Net 30 days after receipt of applicable invoice.
2. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q); the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
3. E-verification. Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.
4. Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Final Iran Divestment List (“List”) created by the North Carolina State Treasurer pursuant to NCGS 147, Article 6E. Contractor shall not utilize any subcontractor that is identified on the List.
5. Indemnification. Contractor shall indemnify and hold harmless Wayne County, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys’ fees and liability that any of them may sustain (a) arising out of Contractor’s failure to comply with any applicable law, ordinance, or regulation or (b) arising directly or indirectly out of Contractor’s performance or lack of performance of their terms and conditions of the Contract. In event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Wayne County in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Wayne County, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or caused by the negligence or willful misconduct of such entrant.
6. Insurance. The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this contract the following insurance from one or more insurance companies acceptable to Wayne County and authorized to do business in the State of North Carolina.
 - a. Worker’s Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include the employers’ liability with a limit \$1,000,000 each accident. This insurance must include a waiver of subrogation in favor of the County.
 - b. Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
 - c. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 each accident combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

- d. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the Wayne County as an additional insured. Should any of the policies be canceled before expiration date, the issuing company will provide by mail thirty (30) days written notice to the certificate holder. This contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Wayne County and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.
7. Termination for Convenience. In addition to all of the other rights that Wayne County may have to cancel this Agreement, Wayne County shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time by providing written notice to Contractor. If the Contract is terminated by Wayne County in accordance with this Paragraph, Contractor will be paid for Services actually provided up through the date of termination at the rates provided herein.
8. Termination for Default. Wayne County may terminate this Contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In addition to any other remedies available to Wayne County in law or equity in connection with an uncured breach of the Contract by Contractor, Wayne County may procure upon such terms as Wayne County shall deem appropriate, services substantially similar to those so terminated, in which case Contractor shall be liable to Wayne County for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
9. Contract Funding. It is understood and agreed between Contractor and Wayne County that Wayne County's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Wayne County for any payment may arise until funds are made available to Wayne County's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Wayne County shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
10. Contract Modifications. The contract may be amended only by written amendment duly executed by both Wayne County and Contractor. However, minor modifications may be made by Wayne County's Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to Wayne County without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
11. Independent Contractor. Contractor is an independent contractor and not an employee of Wayne County. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Wayne County. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

12. Permits and Licenses. Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for the Contractor and his employees rests with the Contractor.
13. Nondiscrimination. Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identity and expression; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local state or federal law.
14. Conflict of Interest. Contractor represents and warrants that no member of Wayne County or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
15. Gratuities to Wayne County. The right of Contractor to proceed may be terminated by written notice of Wayne County determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Wayne County in violation of the policies of Wayne County.
16. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Wayne County contract or in connection with a subcontract relating to a Wayne County Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Wayne County in writing the possible violation.
17. Monitoring and Evaluation. Contractor shall cooperate with Wayne County, or with any other person or agency as directed by Wayne County, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Wayne County to evaluate all activities conducted under the Contract. Wayne County has the right at its sole discretion to require that Contractor remove any employee of Contractor from Wayne County Property and from performing services under the Contract following a provision of notice to Contractor of the reasons for Wayne County's dissatisfaction with the services of Contractor's employee.
18. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Wayne County, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Wayne County's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Wayne County shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
19. Dispute Resolution and Contract Situs. This Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. Each party agrees that exclusive venue for all

actions, relating in any manner to this Agreement will be in the General Court of Justice in Wayne County, North Carolina.

20. No Third Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
21. Force Majeure. “Force Majeure” shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the affected party. If either party is unable to perform its obligations or in the case of Wayne County, to accept the Services because of Force Majeure, the time for such performance by such party or in the case of Wayne County, acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure.
22. General Provisions. Wayne County’s remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach or default. If Wayne County should prevail in any action instituted by Contractor hereunder, Wayne County shall be entitled to recover costs and reasonable attorney’s fees. Contractor may not assign, pledge, or in any manner encumber Contractor’s rights under this Order, or delegate the performance of any of its obligations hereunder, without Wayne County’s prior, express, written consent.
23. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document, including exhibits, if any, any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussion, promises, representations, agreements, and understandings relative to the subject matter of this Contract.