



Request for Proposal No. 2024-069

Child Support Enforcement Services

Due Date: April 17, 2024
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference


Date: April 3, 2024
Time: 10:00 AM Local Time
Location: Virtual – Link Provided in Section 2.3

Procurement Contact:

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Contents

1	Notice of Advertisement	4
2	Submittal Details	5
2.1	PROPOSAL SUBMISSION DEADLINE	5
2.2	PROPOSAL SUBMISSION REQUIREMENTS	5
2.3	NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT	5
2.4	PROPOSAL QUESTIONS	5
2.5	PROPOSAL ADDENDUM	6
2.6	COMMUNICATION	6
3	Introduction	6
3.1	COUNTY	6
3.2	PURPOSE	6
3.3	NOTICE OF FEDERAL FUNDING	6
4	Scope of Work	6
4.1	PROVIDER QUALIFICATIONS	7
4.2	COUNTY’S RESPONSIBILITIES	7
4.3	SERVICE PROVIDER’S RESPONSIBILITIES	8
4.4	SERVICE PROVIDER’S FINANCIAL INFORMATION	10
5	Detailed Submittal Requirements and Instructions	11
5.1	TERMS OF SUBMISSION	11
5.2	PROPOSAL FORMAT	11
5.2.1	<i>Section A – Cover Letter</i>	12
5.2.2	<i>Section B – Company and Qualifications</i>	13
5.2.3	<i>Section C – Project Approach</i>	13
5.2.4	<i>Section D – Key Staff</i>	14
5.2.5	<i>Section E – Subcontracting</i>	14
5.2.6	<i>Section F - References</i>	14
5.2.7	<i>Section G – Required forms</i>	15
6	Evaluation Criteria and Selection Process	15
6.1	SELECTION PARTICIPANTS	15
6.2	EVALUATION SELECTION PROCESS	15
6.3	AWARD PROCEDURE	16
7	General Conditions and Requirements	17
7.1	TERMS AND CONDITIONS	17
7.2	CONTRACTUAL OBLIGATIONS	17
7.3	SUB-CONTRACTOR/PARTNER DISCLOSURE	17
7.4	EXCEPTION TO THE RFP	17
7.5	MODIFICATION OR WITHDRAWAL OF PROPOSAL	17
7.6	EQUAL EMPLOYMENT OPPORTUNITY	18
7.7	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN	18
7.8	LICENSES	18
7.9	E-VERIFY	18
7.10	DRUG-FREE WORKPLACE	18
7.11	INSURANCE	19
7.12	INDEMNIFICATION	21
8	Appendix A – Cost Proposal	22



9 Appendix B – Proposal Submission Form..... 23
10 Appendix C – Addendum and Anti-Collusion Form..... 24

1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2024-069 Child Support Enforcement Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM Local Time on April 17, 2024.**

Union County, North Carolina, through Human Services – Social Services, is seeking proposals from qualified firms for the administration of the Union County Child Support Enforcement (CSE) Program.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A virtual Non-Mandatory, Pre-Proposal Conference will be held on **April 3, 2024 at 10:00 AM Local Time**. Representatives from the Union County Social Services will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged. Meeting link is located in Section 2.3 of this solicitation.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (vicky.watts@unioncountync.gov) no later than **April 5, 2024 at 5:00 PM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. Union County also reserves the right to award to multiple vendors. Service Providers are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **April 17, 2024 at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A virtual Non-Mandatory Pre-Proposal Conference will be held on **April 3, 2024 at 10:00 AM Local Time** at the link below. Representatives from Union County Social Services will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

Microsoft Teams [Need help?](#)

[Join the meeting](#)

Meeting ID: 238 142 758 698

Passcode: w3qoky

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **April 5, 2024 at 5:00 PM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and

answers may be posted as addenda on the Union County Website or the State of North Carolina eVP Website as indicated on the advertisement page.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County is seeking proposals for the administration of the Union County Child Support Enforcement (CSE) Program. This will be accomplished by working in close relationship with Union County Division of Social Services and any other agency attendant to the CSE Program.

3.3 NOTICE OF FEDERAL FUNDING

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

4 SCOPE OF WORK

The County intends to award a contract to the Offeror(s) that provides the best solution to meet its' needs, as defined in this RFP.

4.1 PROVIDER QUALIFICATIONS

The Service Provider must be able to:

1. Demonstrate a competency in performing services as defined in this RFP;
2. Demonstrate a successful history of providing Child Support Enforcement services in North Carolina or other similar state or local government;
3. Demonstrate a commitment to and understanding of the total Child Support Enforcement Program process;
4. Demonstrate knowledge of legal procedures, judicial operations, and office management and procedures; and
5. 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.

If a Service Provider proposes any incentive payment program as a part of its proposed cost, a minimum of the following performance goals must be specified and will be included as terms of the contract as conditions of any accepted incentive:

1. Total collections vs. total program costs;
2. Percentage of the total caseload under order;
3. Collections rate to current support;
4. Paternity establishment rate;
5. Percentage of collections toward arrears;
6. A customer service rating of satisfactory as determined by a survey with a 95% baseline positive rating; and
7. Customer referrals to the County, as appropriate, for participation in such programs as employment, healthy families, and domestic violence prevention.

4.2 COUNTY'S RESPONSIBILITIES

1. To provide court process services through the Union County Sheriff's Department.
2. To prepare and transmit referrals to the Service Provider on appropriate cases pursuant to Title IV-D. Such referrals shall be made through NCFast. Such referrals will contain the name of the recipient, names of the children and the associated absent parent (if known), such identifying information as is available to assist in the location and support enforcement process, pertinent known legal information relative to marital status and order for support, the amount of the family's assistance grant, available data relative to the absent parent's whereabouts and employment, and any other available information which may relate to the support process.
3. To furnish Service Provider with all materials furnished by the State to operate the Child Support Program in the County. Such materials consist of the CSE and ACTS equipment furnished by the State and any program manuals associated with the IV-D Program, including those covering ACTS. The County will not be providing any additional equipment such as computers, printers, servers, or switches. Nor will the County provide any wire rack, UPSs, or patch panel.
4. To monitor Service Provider performance through agreed procedures.

5. To issue a letter delineating deficiencies found (if any) as a result of any County, State, or Federal review and requesting submittal or a written corrective action plan within sixty (60) days.
6. To review the Service Provider's performance once a corrective action period begins in accordance with the corrective action plan, and if the Service Provider is in compliance, to issue a written statement of such compliance.
7. To coordinate communications between key community stakeholders and the Service Provider and to issue press releases regarding any changes in operations that may affect the provision of CSE services.

4.3 SERVICE PROVIDER'S RESPONSIBILITIES

The Service Provider's contract responsibilities shall include, but are not limited, to the following:

1. To establish and maintain a child support enforcement program in Union 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 a program for all current, ongoing, and backlog cases in Union County.
2. 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.
3. 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 Service Provider will be responsible for providing legal staff to service CSE cases. No County-provided legal services are available.
4. To bring all court actions in the manner as prescribed by N.C. General Statute 110-130.1 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 without prior approval. The Service Provider may appeal any judicial or administrative order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that the Service Provider thinks that a decision needs to be appealed, the Service Provider shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify the Service Provider within 30 days of signing this agreement as to the name of the appropriate County official.
5. To utilize the State's automated systems that affect the Child Support Enforcement Program. Any additional automation needs deemed necessary to assist the Service Provider in carrying out its responsibilities shall be the responsibility of the Service Provider. The Service Provider shall retain all rights to such software developed by the Service Provider, at the Service Provider's expense, to assist Service Provider in carrying out its duties under this agreement. Software developed by the Service

- Provider at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of the contract termination.
6. To be responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going software maintenance and any other applications.
 7. To provide necessary office equipment, furniture, and any other related items to operate and maintain office space during the term of the contract. The office space cannot be used for any other business without written approval from the County.
 8. To utilize documents produced by the State System. Any additional documents deemed necessary by the Service Provider shall contain language recommended by the Union County Department of Human Services.
 9. To immediately respond to the State CSE 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.
 10. To maintain all records as required by any laws, or regulations enacted by the County, State, and/or Federal governments. Service Provider will follow all standards for retention of files after case closure, will maintain sufficient space for storage of records produced under this contract, and will maintain an inventory of stored documents to expedite retrieval. Stored documents will be made available to the Division of Social Services within two (2) workdays of the request.
 11. To return all case and automated files to the Union County Division of Social Services at the time of contract termination.
 12. To be responsible for the recruitment, hiring, management, and proper training of staff assigned to the project. Maintain sufficient staff to serve all customers on a timely basis. The Service Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Service Provider will not sub-contract without written approval from the County.
 13. 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.
 14. Upon the request of any State or County Official, the Service Provider shall make case files immediately available for audit or case review sampling purposes. The Service Provider 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.
 15. 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.
 16. To refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
 17. 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 County. To cooperate fully with the data collection with the services performed under this contract.
 18. To develop, with input from the County, a customer satisfaction survey that will be conducted at a minimum of once per year. Customer is defined as a client seeking services, the Court system, law enforcement agencies, and other governmental

- agencies with which the Service Provider interfaces on a regular basis. The results of this survey shall be reported to the Union County Division of Social Services.
19. 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 Service Provider receives notice that an obligor has filed a bankruptcy petition.
 20. To collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.
 21. 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.
 22. To 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.
 23. To comply with all confidentiality laws, rules, and regulations pertaining to the CSE Program during the transition, operation, and post operation of the Program.
 24. To advise the Division of Social Services in writing within five (5) days of the receipt by the Service Provider of any notice of deficiency from the State or Federal government or any adverse audit results.
 25. To cooperate with the Division of Social Services and the County in answering customer complaints related to CSE in a timely manner.
 26. To agree 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 Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
 27. To agree 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 Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
 28. To provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year.
 29. To procure all the necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of Federal, State, and local governments in which work under any resulting contract is performed.

4.4 SERVICE PROVIDER'S FINANCIAL INFORMATION

The Service Provider must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal evaluation process:

1. Annual audited financial reports for the past five (5) fiscal years.
2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years.

3. Indicate whether the Service Provider (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years.
4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Service Provider's financial position or ability to provide services to the County.

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

5.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes do not count against the 25 total proposal pages.*

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Project Approach
- **Section D** – Subcontracting
- **Section E** – Key Staff
- **Section F** – References
- **Section G** – Required Forms

Omissions and incomplete answers may be deemed unresponsive.

5.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also, include the following:

- Expression of firm’s interest in the work.
- Statement of whether firm is on register with the Secretary of State.
- Legal company name and DBA (if applicable).
- Corporate headquarters’ address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Required: Name of single point of contact, title, direct telephone number and/or extension and direct email address.

- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications: “The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

5.2.2 SECTION B – COMPANY AND QUALIFICATIONS

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Recent results of client feedback (survey results, comments, etc.) for a similar program.
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

5.2.3 SECTION C – PROJECT APPROACH

- Prepare and submit a Project Plan that describes all times, tasks, and resources associated with the performance of services as identified in the RFP.
- Describe the communications scheme that the organization will use to keep the County informed about the progress of the project. Describe the risks associated with this contract. What contingencies have been built in to mitigate those risks?
- Describe the company’s criteria for recruiting, hiring, and evaluating staff.

- Provide minimum qualifications, experience, and background checks required for each position used in the organization chart. Describe the organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization. Describe the organization's management plan and indicate any management strategies that include Total Quality Management.
- Describe the organization's continuous improvement program and how the current customers benefit from the service improvements. Describe the organization's experiences in adapting to changing technologies. Explain how the organization ensures that personnel performing technical support services are qualified and proficient. Describe the organization's approach, policies, and experience with respect to deployment of its personnel.
- Provide detailed information regarding the business segments of the organization, showing reporting structures within these segments and among these segments and the overall organization. Describe any organizational changes such as divestitures, acquisitions, or spin-offs of business segments that have occurred in the last two (2) years or are anticipated in the future.

5.2.4 SECTION D – KEY STAFF

- Provide a list of staff who will be working on this project and indicate the functions that each will perform.
- List the percentage of time that your assigned staff/team member will dedicate to this project.
- Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work.
- Resumes may be attached to this proposal.

5.2.5 SECTION E – SUBCONTRACTING

This section should identify any of the required services that you intend to subcontract, if any, providing the following information:

- Reason for subcontracting
- Proposed subcontractor responsibilities.
- Name of the subcontractor and location.

5.2.6 SECTION F - REFERENCES

List three (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

- a. Name of Company/Government Entity
- b. Address
- c. Project Name
- d. Contact Name and Title
- e. Phone Number
- f. Email Address
- g. Length of Service

5.2.7 SECTION G – REQUIRED FORMS

Offerors must include signed copies of the following documents in this section:

1. Appendix A – Cost Form
2. Appendix B – Proposal Submission Form (signed)
3. Appendix C – Addenda Receipt and Anti-Collusion (signed)

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background, Qualifications, and Experience	25%
Project Approach and Management Philosophy	25%
Key Staff	25%
Compliance with Submittal Requirements	10%
Cost Schedule	15%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

6.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous

proposal.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award may have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

7.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

7.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

7.4 EXCEPTION TO THE RFP

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

7.6 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.8 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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8 APPENDIX A – COST PROPOSAL

RFP 2024-069 Child Support Enforcement Services

SUBMIT WITH PROPOSAL

Company Name: _____

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion. The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. Refer to Section 9 Evaluation Criteria and Selection Process.

Complete the following cost proposal in its' entirety and submit in Section G of your proposal.

Category	Contract Year 1	Contract Year 2	Option Year 3	Option Year 4	Option Year 5
Facility/Project Upgrade Cost - Computers, Furniture, Equipment					
Labor and Fringe Benefit Costs - Based on Current Pay Rates					
Other Direct Costs- Supplies, Phone Charges, Legal & Court Costs, etc.					
Corporate Services - Accounting Payroll, HR, IT, Insurance, Management					
Office Space, Utilities, Janitorial & Trash Disposal, and On-Site Parking					
Other items not outlined above. Please itemize and attach to proposal.					
Profit - _____ % of Proposed Fixed Price					
Total Proposed Fixed Fee Price					

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2024-069 Child Support Enforcement Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2024-069 Child Support Enforcement Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____