



**Union County**  
**Request for Proposal # 2010-007**

**Child Support Enforcement Services**

**January 8, 2010**

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# INTRODUCTION

## ***Purpose***

This serves as official notice that Union County, through its Department of Social Services (DSS), is soliciting and will receive proposals for Child Support Enforcement Services as specified in this document. The Request for Proposals (RFP) process is the means by which Union County will determine which Service Provider is most qualified to meet the Child Support Enforcement Program needs for Union County.

## ***Proposal Submission***

Proposals must be received at Union County Government Center, General Services Department, 500 N. Main St., Suite 8, Monroe, NC 28112, by Monday, February 15, 2010 at 5:00 pm. Faxed or late proposals will not be accepted. Interested Service Providers should submit one original and ten (10) printed copies of proposals to the above address. All submittals shall be on double-sided paper. If any information contained in the proposal is to be treated as confidential, this should be so stated in a cover letter and at the bottom of each page containing the confidential information.

## ***RFP Inquiries***

Service Providers are permitted to submit written questions, but only for the purpose of clarifying this RFP. All inquiry submissions must be e-mailed to Matthew Delk, Assistant County Manager, Union County at [delkm@co.union.nc.us](mailto:delkm@co.union.nc.us) not later than 5:00 pm on Thursday, February 11, 2010. Responses to each inquiry will be transmitted (with question) to all Service Provider recipients of the RFP. Upon the expressed request of at least one Service Provider, a pre-bid conference call with all potential providers invited will be scheduled to discuss the RFP. The request for the pre-bid conference call must be made not later than 5:00 pm, Friday, January 29, 2010 to [delkm@co.union.nc.us](mailto:delkm@co.union.nc.us).

## ***Selection Process***

Union County may, in its discretion, require one or more Service Providers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the Service Provider may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Service Providers will be notified in advance of the time and format of such meetings. Since Union County may choose to

award a contract without engaging in discussions or negotiations, the proposal submitted shall define each Service Provider's best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Union County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

Union County will have a period of up to ninety days, unless otherwise stated, to decide which proposal best meets the criteria outlined in the RFP. The County reserves the right to waive any minor informalities or irregularities which do not go to the heart of the proposal or prejudice other offers. The County may also reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals, or those which take exception to the RFP, will be considered non-responsive and will be rejected.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by Union County, the Service Provider should immediately notify the County of such potential discrepancy in writing via e-mail as noted above. If the County then determines that clarification is necessary, a written addendum will be made available to each Service Provider via the Internet.

Union County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying goods and services needed by County programs. The County affirmatively works to encourage utilization of minority business enterprise in its procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any Service provider regardless of race, color, religion, age, sex, and national origin or disability. The Service Provider shall comply with the County's purchasing policy. Union County reserves the right to reject any and/or all proposals in connection with this project, and to waive formalities in a proposal.

# DESCRIPTION OF REQUESTED SERVICES

## ***Background Information***

North Carolina Session Law 2009-451, passed earlier this year during budget deliberations in the North Carolina General Assembly, mandates County governments to assume operation of Child Support Enforcement (CSE) functions. Prior to this year, Union County was one of 28 counties statewide who had originally elected to have the State run a local Child Support Office. Now, all 28 of those counties have to begin operating the CSE Program, effective July 1, 2010.

Until July 1, 2010, Union County is served by 15 State CSE positions in leased office space located in the Dickerson Office Building in Monroe. The agency has a budget that, after computing revenues, expenses, Federal reimbursements and incentives to the State, totals \$285,884 for FY 2009-10. The State owns some furnishings and equipment in fair condition. The State contracts for local legal support, and depends on the Union County Sheriff's Office for process service. The total caseload is approximately 5200 cases. The current caseloads for CSE activities are:

- Establishment 400
- Enforcement 650
- Interstate 425
- Lead Workers 300

On December 14, 2009, the Union County Board of Commissioners voted to include a DSS-operated model in the initial CSE Transition Plan to the State. The Board further directed County staff to issue a RFP to CSE Service Providers for the purpose of selecting the most cost-effective model and provider for the County's CSE Program. Union County's Transition Plan will be amended, as needed, following an evaluation of the proposals. ExecLink, LLC is assisting the County in the RFP preparation and in the evaluation of proposals.

## ***Scope of Work***

The scope of this contract is for the administration of the Union County Child Support Enforcement (CSE) Program. This will be accomplished by working in close relationship with Union County DSS and any other agency attendant to the CSE Program. The contract will be for the term of two (2) years with the option to renew each year, unless earlier terminated pursuant to the terms and conditions of the contract.

## ***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 a knowledge of legal procedures, judicial operations, and office management and procedures;
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
7. Customer referrals to the County, as appropriate, for participation in such programs as employment, healthy families, and domestic violence prevention

## ***County's Responsibilities***

1. To provide office space, including utilities, janitorial and trash disposal, and on-site parking. Telephone service and IT support is not included.
2. To provide court process service through the Union County Sheriff's Department.
3. To prepare and transmit referrals to the Service Provider on appropriate cases pursuant to Title IV-D. Such referrals shall be made through the Eligibility Information System interface. 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 orders 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.

4. 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 computers, printers, servers, or switches. Nor will the county provide any wire rack, UPS's, or patch panel.
5. 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 manuals is [www.dhhs.state.nc.us/dss/](http://www.dhhs.state.nc.us/dss/).
6. To monitor Service Provider performance through agreed procedures.
7. To issue a letter delineating deficiencies 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.
8. To review the Service Provider's performance once the 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.
9. 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.

### ***Service Provider's Responsibilities***

A 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 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. Gen. Stat. §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 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 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 DSS and/or the Department of Health and 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 DSS within two (2) workdays of the request.
11. To return all case and automated files to DSS 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 and evaluation activities carried out by the County in connection with the services performed under this contract.
18. To develop, with input from the County, a customer satisfaction survey, which will be conducted annually at a minimum. 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 DSS.
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 DSS 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 DSS 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 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.

### ***Pricing Options***

Service Providers may submit budget pricing based on three (3) options:

1. Fixed fee;
2. Percentage of total collections for the contract year;
3. A fixed fee base plus a percentage of federal CSE performance incentive funds earned from meeting or exceeding performance goals as cited in **Qualifications**.

Service Provider budget proposals should include at least two (2) of the three options.

For budget pricing based on a percentage of total collections for the contract year, the County will pay the Service Provider a fee not to exceed 12% of the total collections distributed in the contract year. However, in no case shall the fee for the entire first year exceed \$1,150,000. This “cap” may be revised each subsequent contract year depending on the availability of federal program revenues.

Note: The State-operated CSE Program in Union County collected approximately \$9,000,000 in SFY2008-09.

# **PROPOSAL FORMAT AND PROVIDER RESPONSE**

## ***Cover Letter***

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the County. The cover letter shall present the Service Provider's understanding of the RFP, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.

Each Service Provider shall make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal 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 proposal 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."

## ***Company Information/Experience***

The Service Provider shall submit an executive summary, outlining the proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of this proposal which make it superior or unique in addressing the needs of the County.

## ***Background and Experience***

The Service Provider shall provide a concise description of the company, including origin, state of incorporation, background, and current size. Include the general organization, subcontractors or joint venture partners, staffing, and experience with similar administrative functions. Include the legal name of the company if doing business under some name other than that by which the company is commonly recognized. Provide the number of years that the company has been in business. Describe the communications scheme that the organization will use to keep the County informed about the progress of the project. Provide an organization name, address, contact name, and contact telephone number for five (5) customers of comparable size and scope of service that the company has been under contract. Describe the risks associated with this contract. What contingencies have been built in to mitigate those risks?

What steps will the organization take to ensure that the transition/implementation for the project runs smoothly?

Prepare and submit a Project Plan that describes all times, tasks, and resources associated with the performance of services as identified in the RFP.

### ***Financial Information***

The Service Provider shall provide information regarding recent litigation and bankruptcy. Credit ratings and credit reports, bank and vendor references will be used to evaluate the credit worthiness of each Service Provider.

The Service Provider must have the following financial information requested 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. **Do Not Include the Financial Information Requested in this Section with Your Proposal Submission.** Include annual audited financial reports for each of the past five (5) fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. List all credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years. Indicate whether or not the Service Provider (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years. 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. This information will be reviewed and assessed in accordance with the information provided by the Service Provider.

### ***Staffing/Organization***

The Service Provider shall provide a management organization chart of its overall organization, showing director and officer positions and names and the reporting structure along with job descriptions of key individuals who will be assigned to work with the County. Job descriptions should be specific to the project. Describe the total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Describe the ownership structure of the organization, including any significant or controlling equity holders.

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. Has the organization been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.

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. Describe the organization and ownership.

Provide an itemized budget. **Costs must include all aspects of the CSE project.**

### ***Exceptions 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 in the proposal 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.

### ***Criteria for Evaluation***

Proposals will be evaluated by a County Evaluation Team that focuses on the Service Provider's ability to meet the performance requirements of this RFP. Failure to submit information requested may result in the elimination of the proposal from further consideration. Proposals will be assessed to determine the most comprehensive, competitive, and best value solution for the County based on, but not limited to, the criteria listed below. The County reserves the right to modify the evaluation criteria or waive portions thereof.

- 1. Qualifications, Experience, and Approach:** Service Providers will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar services. The evaluation will include references regarding work for organizations with needs similar to DSS or the County, and the

feasibility of the Service provider's approach for the provision of the services.

2. **Financial Qualifications:** This criterion includes an evaluation of the financial strength of the Service Provider and its ability to meet the long-term financial requirements of the Contract.
3. **Cost Effectiveness and Value:** Proposals will be compared in terms of the most reasonable and/or most effective pricing options.
4. **Minimum Requirements:** Service Providers shall 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. The following minimal requirements must be met before a company's other qualifications will be considered:

## **Indemnification and Insurance**

### **INSURANCE REQUIREMENTS**

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in North Carolina.

- A. **WORKERS' COMPENSATION**  
Statutory limits 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**  
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

- C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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### **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.**

- 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), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

**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.

***Acceptance of the Terms of the Contract***

Proposals will be evaluated for compliance with the terms, conditions, requirements, and specifications stated in this RFP.

***Additional Requirements***

Final award of the Contract is contingent upon the availability of funds from Federal and/or local governing bodies. The County reserves the right to

interview, at its discretion, any and all interested proposers; and the right to reject any and all proposals, or any part thereof.

Service Providers are encouraged to make a good faith effort to include environmental considerations supporting waste reduction and recycling, and to buy recycled products supporting markets for recycled and other environmentally preferable products whenever practical.

### ***Financing***

Any costs incurred in the process of preparing and/or submitting a proposal shall be borne by the proposer.