

**CLEVELAND COUNTY**  
**REQUEST FOR PROPOSALS**  
**TEMPORARY STAFFING SERVICES**  
**FOR DEPARTMENT OF SOCIAL SERVICES**

**RFP # 2018-008**

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**Due Date:** July 11, 2018

**Time:** 5:00 PM

**Receipt Location:**

311 E. Marion Street, Shelby, NC 28150

Cleveland County Administrative Building

**Procurement Contact Person**

Name: Kim Lester

Title: Procurement Specialist

E-mail: [kim.lester@clevelandcounty.com](mailto:kim.lester@clevelandcounty.com)

Telephone: 704.484.4840

**DSS Contact Person**

Name: Kay Howell

Title: Assistant Director

E-mail: [kay.howell@clevelandcounty.com](mailto:kay.howell@clevelandcounty.com)

Telephone: 704-487-0661 Ext.337

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**CLEVELAND COUNTY  
TEMPORARY STAFFING SERVICES  
RFP # 2018-008**

**I. Calendar of Events**

Advertisement	<i>June 28, 2018</i>
Deadline for County's receipt of Questions from bidders	<i>July 9<sup>th</sup>, 2018 at 5:00 p.m. EST</i>
<b>Deadline for Receipt of Proposals</b>	<i>July 11<sup>th</sup>, 2018 at 5:00 PM EST Cleveland County Finance Office, 311 E. Marion St, Shelby, NC 28150</i>
Proposed Date of Award	<i>July 16<sup>th</sup>, 2018 or Before</i>
Effective date for beginning of new contract	TBD

**II. Project Scope**

Cleveland County, North Carolina (estimated population 97,144) is located in the western piedmont. The County provides its citizens with a full array of services that include public safety, human services, cultural and recreational activities, and general government administration.

Cleveland County, North Carolina, as represented by the Department of Social Services (hereinafter, "County" or "DSS"), is seeking proposals from qualified firms for Temporary Staffing Services within Cleveland County.

Cleveland County utilizes staffing services to fulfill temporary staffing needs throughout the organization. Our goal is to streamline the onboarding process of temporary staff by contracting with one or more staffing agencies to source, test and manage prospective candidates.

The County's primary objective for this RFP is to obtain qualified and competent temporary personnel on a timely basis. The scope of services set forth in this RFP represents an outline of the services which Cleveland County anticipates the successful agency or agencies will perform

### **III. Goals and Objectives**

Selected vendors will be required to provide Cleveland County with qualified temporary staffing services. The vendor will carefully pre-screen all temporary personnel prior to referral to the County to assure that they possess all of the required skills and abilities to perform the assigned tasks.

The temporary personnel provided shall meet the minimum qualifications, minimum education and experience required by the classification specification for the job to be performed.

The vendor will be informed of the specific duties or title, length of assignment, and any specific skills or abilities required.

Each vendor shall conduct fingerprint-based background checks and employment reference checks for selected temporary personnel within a reasonable time frame prior to start date of assignment.

All vendors shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases.

Vendors shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

The vendor should be able to provide “qualified staff” within in a reasonable amount of time. (Qualified staff means having at a minimum but not limited to the following skills; reading comprehension, critical thinking, and being efficient with computer processes).

#### **Time Sheets/Invoices**

Selected vendor(s) shall be responsible for communicating their internal benefits, timecards, and safety practices to Cleveland County. Vendors will be responsible with providing weekly time sheets that shall be designed to accurately reflect actual hours worked per week by each temporary personnel.

Vendors shall submit itemized invoices for payment directly to the appropriate County representative. The invoice shall indicate the full name of the temporary personnel and the hourly rate of pay received by the temporary personnel. The vendor shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each temporary personnel.

Temporary personnel shall remain the employee of the vendor and shall not receive County benefits.

#### **Transition**

If the contract is awarded to an agency other than the current provider, the Cleveland County DSS will act as the mediator between the current Provider and the new Provider. The prime concern to all parties should be to provide a smooth transition.

## **IV. Submittal Requirements**

### **Proposal Format**

**Proposers shall prepare their proposals in accordance with the instructions outlined in this section.**

Each proposer is required to submit the proposal. 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, and tables should be numbered and clearly labeled.

The proposal should be organized into the following major sections:

### **PROPOSAL SECTION TITLE**

1. Title Page
2. Letter of Transmittal (Cover Letter)
3. Table of Contents
4. Executive Summary
5. Scope of Services
6. Company Background
7. Additional Information
8. Cost Proposal – Appendix A
9. Exceptions to the RFP
10. Sample Documents
11. Required Signature Forms

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

### **1. Executive Summary**

This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. Please note that the executive summary should identify the primary engagement contact for the firm. Contact information should include a name, valid e-mail address, fax number, and a telephone number.

### **2. Scope of Services**

This section of the proposer's proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed.

### **3. Company Background**

Describe your company's mission and vision statement and explain how they will support the relationship with Cleveland County, its Goals and Objectives, and the ultimate success of your company with regards this RFP. Describe the company's experience in Staffing Services.

Provide three (3) references to include reference name, reference point of contact name, telephone number and email address. List any/all amenities your firm may provide.

### **4. Additional Information**

- A. Copy of valid Certificate of Insurance/Workmen's Comp Insurance
- B. Valid State/Federal Registrations.

### **5. Responses to Functional/Technical Requirements**

Responses to the functional / technical requirements. (Appendix A)  
Specifications should be provided in this section of the proposer's proposal.

### **6. Cost Proposal**

Proposers should submit Appendix A – Proposal Submission Form

### **7. Exceptions to the RFP**

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

### **8. Sample Documents**

Proposers may include sample copies of the following documents: Proposers contract documents, if desired

### **9. Required Signature Forms**

Proposers should include signed copies of the following documents:

Appendix A, Proposal Submission Form

Appendix B, Anti-Collusion

Appendix C, Conflict of Interest Policy

## **Submissions Deadline**

Proposals should be addressed as follows:

Kim Lester, Purchasing Specialist

311 E Marion St

Cleveland County Finance Office

Phone: 704-484-4840

kim.lester@clevelandcounty.com

**“TEMPORARY STAFFING SERVICES, RFP # 2018-008”**

**Proposals Due: July 11th, 2018, 5 pm EST**

**Any bids received after this date and time will not be accepted.**

**The proposal must be submitted via email or hand delivery.** When hand delivered please provide at least (2) hard copies of proposal. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

Only complete RFP proposals will be accepted.

**Incomplete and/or inaccurate proposals will be cause for disqualification from consideration.**

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

Cleveland County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of proposal.

## **V. Evaluation Criteria**

### **Selection Participants**

An Evaluation Team will be responsible for the evaluation and rating of the proposals and demonstrations and for conducting interviews. The Evaluation Team is responsible for evaluating proposer history and experience, capabilities, equipment, safety record, costs, and other selection criteria.

### **Evaluation of Proposals**

Evaluation criteria will be used to assist in determining the finalist vendor. The vendor's proposal will be evaluated based on the following criteria below. These criteria are provided for informational purposes and are not intended to represent an order of preference.

#### **General Requirements**

- Extent to which the proposed solution satisfies the RFP requirements
- Dates and times of service.
- Drug / Alcohol Employee Testing Program

- Safety Program (If Applicable)

#### Experience and Qualifications

- Staffing Service Experience
- Financial Stability of Firm
- Bilingual Staff (As Needed)
- References

#### Price

- Quality of proposal submission

#### **Award Procedures**

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 from both a technical and cost standpoint.

It is understood that any proposal submitted will become part of the public record. Cleveland County may reject any or all proposals and may waive any immaterial deviation in a proposal. A proposal may be rejected if it is incomplete.

At a minimum, proposals will be evaluated based upon the criteria above, as well as assessments and comparisons that include evaluations of skills/experience, cost, client service and references, and/or other factors. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. County may select and enter into negotiations with the next most advantageous proposer if negotiations with the initially chosen proposer are not successful.

#### **Proposal Questions**

Participating firms will be given the opportunity to ask questions.

Questions can be submitted via email, due by **July 9th, 2018**, at 5 pm EST.

Submit questions by e-mail:

Kay Howell, [kay.howell@clevelandcounty.com](mailto:kay.howell@clevelandcounty.com).

The email should identify the RFP number and project title.

All questions and answers will be posted as addenda on [www.clevelandcounty.com](http://www.clevelandcounty.com)

Cleveland County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Any addendum 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.



## **VI. General Conditions and Requirements**

### **Terms and Conditions**

The contract terms will be negotiated at a later date. The contract price shall be firm during the contract period. The contract may be renewed for two (2) additional one-year terms upon written, mutual agreement between the County and the successful Proposer.

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

Cleveland County has the right to reject any or all proposals, to engage in further negotiations with any firm 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.

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

The proposers should be in good standing in regards to No overdue taxes or outstanding debt, excluding debt associated with normal operating cost.

### **Sub-Contractor/Partner Disclosure**

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

### **Modification or Withdrawal of Proposal**

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. 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. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

### **Minority Participation**

Cleveland County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

### **Responsibility of Compliance with Legal Requirements**

The vendor's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the proposal documents.

## Indemnity

Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Bidder hereunder, resulting from the negligence of or the willful act or omission of Bidder, his agents, employees and subcontractors.

## VII. Insurance

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

Awarded Proposer's ("Contractor") 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.

### Minimum Limits of Insurance:

General Liability — No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.

### Auto Liability:

No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

### Workers Compensation and Employers Liability:

Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.

Deductibles and Self-Insured Retention: Any deductible or self-insured retention must be declared to and approved by the County.

***Liability insurance and workers compensation insurance are required for the term of the contract. Workers compensation insurance is not required by the County for businesses that have less than 3 employees in accordance with NC state law, as long as the vendor documents that they have less than 3 employees. Proof from the vendor would be a copy of ESC quarterly report submitted to the state for their employees.***

## ADDITIONAL INSURANCE REQUIREMENTS

OTHER INSURANCE PROVISIONS The policy or policies are to contain, or be endorsed to contain, the following provisions:

A. Contractor insurance to be considered primary for losses that occur as a direct result of the contractor's actions. The policy should cover the county for any liability arising out of the activities performed by or on behalf of the contractor, including products and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the county, its officers, officials, employees or volunteers.

B. Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

C. CLEVELAND COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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. Contractor shall have no right of recovery or subrogation against Cleveland County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so 11 11 affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

F. Cleveland 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.

### **VERIFICATION OF COVERAGE**

A. The contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the county on standard form before a contract is valid

B. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Kim Lester, Procurement Specialist, kim.lester@clevelandcounty.com or Kay Howell, Assistant Director kay.howell@clevelandcounty.com within 24 hours of the cancellation or substantive change of any insurance policy set out herein.

G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Cleveland County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Cleveland County  
PO Box 1210  
Shelby NC 28151

I. 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 insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Contractor agrees to protect, defend, indemnify and hold Cleveland 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, 12 12 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.

**TEMPORARY STAFFING SERVICES  
RFP # 2018-008**

**VIII. Appendix**

**Appendix A: Proposal Submittal Form**

**CLEVELAND COUNTY, NORTH CAROLINA  
BID PROPOSAL FORM  
TEMPORARY STAFFING SERVICES**

<i>Position</i>	<i>Hourly Rate</i>
<b>Work-First Coordinator</b>	
<b>Tech Support</b>	
<b>IM Technician</b>	
<b>Clerical Support</b>	

**Please Complete the Following Listed Below:**

**Company Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Website:** \_\_\_\_\_

1. **Type of Agency:** \_\_\_\_\_ (Check all that apply)  
 Private  
 Non-Profit  
 Minority/women business enterprises (*Agencies must be certified through the NC Dept. of Administration*)  
 Other (specify) \_\_\_\_\_
  
2. Organization has been in operation \_\_\_\_\_ years.
  
3. **The Governing Body:** (Attach a copy of roster of members/board.)  
 Board of Directors  
 Elected officials (State, City, County)  
 Other (specify) \_\_\_\_\_

4. Agency Information:

		Date Adopted or Last Date Reviewed
Written Personnel Policies	___ Yes ___ No	_____
Staff Job Descriptions (relevant to this service only)	___ Yes ___ No	_____
EEO Policy	___ Yes ___ No	_____
Staff Background Checks	___ Yes ___ No	_____
Staff Drug Screening	___ Yes ___ No	_____

5. Service(s) being proposed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. List organizations/companies that you have had contractual experience with during the past three (3) years.

	Year(s)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Financial Responsibility: Indicate name, address and phone number of bank handling company/agency checking account.

Bank: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

8. Indicate the title(s) of the persons who are responsible for the administrative functions indicated.

Functions	Title(s)
-----------	----------

- Selects staff and implements personnel policies and practices \_\_\_\_\_
- Submits invoices/financial reports \_\_\_\_\_
- Prepares and monitors annual budget \_\_\_\_\_
- Establishes communication and coordination with clients. \_\_\_\_\_
- Assures adequate supervision and Service delivery. \_\_\_\_\_
- Develops policies on client's service. \_\_\_\_\_
- Provides supervision/performance evaluations \_\_\_\_\_

9. Explain your company's current Training and Recruitment Policy. Proposer shall outline how company will manage the initial recruitment and training of personnel to fulfill this contract as well as any modifications that will be made if proposer is successful in receiving award of this contract. Attach additional sheets if necessary.
10. Explain your company's current Staffing Plan. Proposer shall outline any modifications that will be made if proposer is successful in receiving award of this contract. Attach additional sheets if necessary. Discuss the availability of the positions listed above. Discuss the turnaround time from the agency's request for temp staff to being on-site.
11. References - Proposer shall list references for work completed during the last two years. Attach additional sheets if necessary. References should be companies/agencies that have contracted with proposer to provide service to their clients. Each reference provided should include the following information:
  1. Name of company
  2. Address
  3. Telephone number
  4. Contact person including email address

**Temporary Staffing Services**  
**RFP #2018-008**

This Proposal is submitted by:

Proposer's Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (signed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

It is understood by the Proposer that Cleveland 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 rebid this RFP.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

Proposer

Authorized Signature

## Appendix B:

### ANTI-COLLUSION

#### **TEMPORARY STAFFING SERVICES: RFP # 2018-008**

I certify that this proposal is made in good faith and without collusion with any other proposer or officer or employee of Cleveland County. Moreover, that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_ Please Print Name

\_\_\_\_\_ Date

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Title

\_\_\_\_\_ E-Mail Address

\_\_\_\_\_ Company Name



## Appendix C:

# COUNTY OF CLEVELAND, NC

## Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents of recipient and subrecipient involved in contracting are to avoid any conflict of interest, even the appearance of a conflict of interest. This conflict of interest can be a direct benefit real or apparent financial or other interest or personal tangible benefit. The Organization 's Board of Directors/Trustees or other governing body, officers, staff and agents of recipient and subrecipient involved in contracting are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent of recipient and subrecipient involved in contracting, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents of recipient and subrecipient involved in contracting, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of recipient and subrecipient involved in contracting of the Organization should neither solicit nor accept gratuities, gifts and favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent of recipient and subrecipient involved in contracting. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent of recipient and subrecipient involved in contracting is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of recipient and subrecipient involved in contracting of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent of recipient and subrecipient;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law; defined as, spouse, partners, and current or soon to be employer;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent of recipient and subrecipient involved in contracting (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not

participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Which also includes loss of federal; class 1 misdemeanor; voided contract and other remedies for noncompliance listed at 2C.F. R 200.338. Exceptions to the policy are financial interest that is not substantial and unsolicited gifts of nominal value.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_

Name of Organization

\_\_\_\_\_

Signature of Organization Official

\_\_\_\_\_

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that

\_\_\_\_\_ personally appeared before me this day and acknowledged

that he/she is \_\_\_\_\_ of \_

\_\_\_\_\_

[enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_