

SCOPE OF SERVICES

RFP No. 20-012

This Scope of Services will become an integral part of the contract between the County of Durham and the Contractor. The Contractor hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide a **HIPAA Privacy and Security Risk Assessment and GAP Analysis for Durham County Government**.

In order to ensure compliance with the HIPAA Regulations, Durham County Legal Department is requesting proposals for a Consultant or Firm to perform a HIPAA Privacy and Security Risk Assessment and Gap Analysis for Durham County. The purpose of this RFP is to select a qualified Consultant or Firm to perform the risk and gap assessment for Durham County's infrastructures and facilities, identify problem areas and make specific recommendations for remediation to ensure HIPAA Privacy and Security compliance.

The Scope of Services shall consist of visiting different divisions and programs to perform the compliance assessment, a technical vulnerability analysis of the internal and external IT infrastructure (including all servers, workstations, routers, switches and firewalls). A written summary of all problem areas shall include specific remediation recommendations for HIPAA Privacy and Security. Additional deliverables, at the County's direction, may include a detailed project plan and support for remediating and addressing all findings, the drafting of organization-wide HIPAA Privacy and/or Security policies and procedures, and the development of a HIPAA Privacy and/or Security training program. The Consultant or Firm shall have the staff and resources to implement and complete the requirements of this RFP for the audit including the written summary due by December 31, 2019, proposal due date. The timeframes for the additional deliverables may be negotiated.

- 2.0 **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval. **All invoices shall document services provided.**
- 3.0 **TERMS OF CONTRACT:** The term of the contract will be from **Date of Award** through **June 30, 2020**.
- 4.0 **CANCELLATION OF CONTRACT:** The County of Durham reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.
- 5.0 **COUNTY DESIGNATED REPRESENTATIVE:**
Kierra Simmons, Compliance and Privacy Officer
Phone: 919-560-0732; Email: ksimmons@dconc.gov

Lowell Siler, County Attorney
Lyvon Garth, IS&T Chief Information Security Officer
Janelle Owens, Risk Manager

Soliciting information about this RFP after the release date from anyone within Durham County Government other Durham County Purchasing Division is prohibited.

All communication between the Purchasing Division and the prospective Proposers shall be in writing. Email all questions to purchasinggroup@dconc.gov. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Hilda W. Williams, Senior Procurement Specialist, at the email address above. All questions concerning this RFP shall reference the RFP number, section number and paragraph. Questions and responses affecting the Scope of Services will be provided to all Proposers by issuance of an Addendum. **No Site Visits are allowed.**

6.0 **BACKGROUND:**

In 1996, the United States Congress passed the Health Insurance Portability and Accountability Act (HIPAA), one of the purposes of which was to simplify and standardize the administrative functions of healthcare. The Administrative Simplification provisions (Title II) of this law require an adaptation and implementation of standards for the privacy, security and arrangement of electronic healthcare transactions. The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) of the American Recovery and Reinvestment Act of 2009 (ARRA) contains provisions that significantly affected the HIPAA Privacy and Security Rules. The HIPAA Privacy Rule and the HIPAA Security Rule (collectively, the "HIPAA Rules") were issued by the United States Department of Health and Human Services in 2002 and 2003, respectively.

Durham County Government is looking for a qualified consultant or firm to perform a Privacy and Security Risk Assessment (RA) as defined in the HIPAA Privacy and Security Rules 45 CFR 164.308(a)(1)(A). The RA will consist of both technical and compliance analysis of Durham County infrastructure and security compliance program.

A. DEFINITIONS

- **Assessment** means the HIPAA Act Security and Privacy Risk Assessment and Gap Analysis requested through this RFP.
- **Compliance** means meeting the requirements of the HIPAA Security and Privacy Rules.
- **Contract** means a written agreement between County of Durham and Proposer selected to provide a HIPAA Privacy and Security Risk Assessment and Vulnerability Gap Analysis.
- **Consultant** means the successful Proposer selected to provide a HIPAA Privacy and Security Risk Assessment and Vulnerability Gap Analysis contract for selected County Departments.
- **ePHI** means electronic Protected Health Information
- **Gap Analysis** means an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by a covered entity. For the purposes of this RFP, gap analysis will also include a written report of analysis findings with short term and long term

remediation necessary to ensure technical vulnerability findings are remediated or addressed, compliance with HIPAA Security and Privacy Rules, preparation of HIPAA Security and Privacy policies and procedures, staff and clinical areas have sufficient security training and knowledge and assistance in identifying covered components for an appropriate hybrid entity designation.

- **HIPAA** means the Health Insurance Portability and Accountability Act of 1996
- **HIPAA Privacy Rule** means the provisions regarding the privacy of individually identifiable health information located in 45 CFR Part 160 and Subparts A and E of Part 164 as well as any amendments.
- **HIPAA Security Rule** means the provisions regarding security standards for the protection of electronic protected health information located in 45 CFR Part 160 and Subparts A and C of Part 164 as well as any amendments.
- **PHI** means Protected Health Information
- **Proposal** means a formal written response to this RFP submitted by a Proposer.
- **Request for Proposal ("RFP")** means all documents, including those attached or incorporated by reference, used for soliciting proposals to provide a HIPAA Security Risk and Vulnerability Assessment.
- **Proposer** means any person or organization who submits a Proposal in response to this RFP.

B. The goals of this engagement are to:

1. Meet HIPAA Privacy and Security Rule testing requirements.
2. Satisfy the Meaningful Use Core Objective to Protect Electronic Health Information.
3. Guide Durham County Government's Management team, specifically in Information Technology and Compliance, to more effectively prevent, detect, contain, and correct privacy and security violations.
4. Identify and detail areas of privacy and security risk within the Durham County infrastructure, staff and the physical security of clinical and administrative facilities.
5. Gauge the effectiveness of Durham County's policies and procedures, including the execution of policies and response of staff and clinicians to a privacy and/or security event.
6. Potentially develop a long-term partner relationship.

7.0 **WORK REQUIREMENTS:**

Conduct HIPAA Privacy and Security risk analysis and prepare 1) a written report of analysis findings for each division that includes short and long-term remediation necessary to ensure HIPAA Privacy and Security compliance, and generally-accepted security best practices 2) a comprehensive Countywide report that includes the common analysis findings across departments and the short and long-term remediation necessary to ensure HIPAA Privacy and Security compliance, and generally-accepted security best practices.

The Proposer shall:

1. Conduct a thorough Privacy and Security Risk Analysis. The Analysis will specifically evaluate the current standing of Durham County's business and clinical practices in relation to HIPAA Security and Privacy rules. This will include current operations and policy status as compared to HIPAA Privacy and Security Rule standard and specific remediation steps to correct potential

violations. The Analysis will include all Durham County HIPAA programs and related administrative policies and procedures, office conditions, and information technologies in use by Durham County Government.

3. Conduct a comprehensive review and assessment of the Countywide and departmental privacy program, policies, and practices. This review shall include:
 - a. HIPAA Privacy Rule/HITECH Compliance
 - b. Training and awareness
 - c. Use, Disclosure, and Access Practices
 - d. Rights of individuals related to PHI
 - e. Breach Evaluation, Determination, Response, and Sanctions
 - f. Privacy & Security Compliance Management
 - g. Designated Record Sets/Accounting of Disclosures
 - h. Research Policies and Practices
 - i. Data governance and safeguards
 - j. Authorizations and Consents
4. Conduct documentation review. Contractor shall review and analyze current policies, procedures and documentation around Countywide and departmental privacy program against the County's operating environment and regulatory requirements.
5. Conduct onsite visits of various locations - to be determined by Durham County's programs in order to evaluate physical structures to determine if building or space modifications are required to comply with HIPAA Privacy and Security regulations or other state Security and Privacy statutes.
6. Interview selected management and staff members regarding common Security and Privacy related practices within branches/programs and between branches/programs to include, but not be limited to, disposal, storage, and encryption practices or procedures.
7. Identify all information systems and communication networks that store, maintain, or transmit ePHI and determine compliance with HIPAA Privacy and Security regulations or other state Security and Privacy statutes. Identify locations where paper PHI is stored and maintained and determine compliance with HIPAA Privacy and Security regulations or other state Security and Privacy statutes.
8. Evaluate the potential risks associated with how the different department/programs collect, use, manage, house, transmit, disclose and dispose of information and evaluate options or changes to current practices in order to meet HIPAA Privacy and Security regulations or best practices for security of sensitive information.
9. Evaluate risks related to management, investigation, and remediation of Privacy and Security incidents, breaches, and client complaints.
10. Analyze the current Durham County physical and electronic PHI-handling and

monitoring practices against the requirements of HIPAA Privacy and Security regulations and guidelines and identify gaps between current practices and required practices under HIPAA Privacy and Security regulations.

11. Review Durham County policies, procedures, and practices for release, disclosure and recording of health information for compliance with each of the following HIPAA Privacy and Security standards:
 - i. 164.308 Administrative Safeguards
 - ii. 164.310 Physical Safeguards
 - iii. 164.312 Technical Safeguards
 - iv. 164.502(b) Standard: Minimum Use and Disclosure of PHI
 - v. 164.508 Uses and Disclosures for which an authorization is required
 - vi. 164.510 Uses and Disclosures requiring Opportunity for Individual to Agree or Object
 - vii. 164.512 Uses and Disclosures for which an Authorization is not Required
 - viii. 164.520 Notice of Privacy Practices
 - ix. 164.522(a) Right to Request Restrictions on Uses and Disclosures
 - x. 164.522(b) Right to Receive Confidential Communications
 - xi. 164.524(a) Access of Individuals to PHI
 - xii. 164.526 Right to Amend PHI
 - xiii. 164.528 Right to an Accounting of Disclosures
 - xiv. 164.530(a) Standard: Personnel Designations
 - xv. 164.530(b) Standard: Training
 - xvi. 164.530(c) Standard: Safeguards
 - xvii. 164.530(d) Standard: Complaints to the Covered Entity
 - xviii. 164.530(e) Standard: Sanctions
 - xix. 164.530(f) Standard: Mitigation
 - xx. 164.530(g) Standard: Refraining from Intimidating and Retaliatory Acts
 - xxi. 164.530(h) Standard: Waiver Rights
 - xxii. 164.530(i) Standard: Policies and Procedures
 - xxiii. 164.530(j) Standard: Documentation
12. Review Durham County's HIPAA Breach incident reporting and response practices, procedures and policies for sufficiency.
13. Review a sampling of Durham County's contracts, Business Associate Agreements, research and data use agreements, confidentiality agreements, Hybrid Designation, and other organizational relationships for HIPAA Security and Privacy compliance.
14. Review Durham County Security and Privacy training modules currently used by the organization to determine if there are gaps between training content and HIPAA Security and Privacy standards or state Security and Privacy statutes. Evaluate training module to determine appropriate changes to improve training efficacy. Identify training requirements for staff, management, and executive levels to include determination if some training should be procured externally.

15. Review Durham County Human Resources policies, procedures and practices for HIPAA Security and Privacy compliance, including the review of all HIPAA-related agreements for new hires (employees, contracted employees, temporary employees, volunteers, etc.), onboarding and termination procedures, the sufficiency of the HIPAA Privacy and Security Officers' job descriptions and job assessments, employee disciplinary process and the protocol for addressing breach-related infractions.
16. Describe in detail a proposed analysis process to be followed for each branch/program including a work plan documenting tasks to be accomplished, timeframes and the responsible party.
17. Commence Analysis within thirty (30) calendar days of Contract award and complete Analysis within one hundred and twelve (112) calendar days of the Contract award. Submit to Durham County a comprehensive report detailing the findings of the Analysis, due within fifteen (15) calendar days (timeframe negotiable) of completing the field analysis.
18. Suggest specific short and long-term projects and remediation for each individual branch/program audited, including a tentative timeframe and budget, for the correction of identified discrepancies in HIPAA Privacy and Security compliance.
19. Durham County will not be liable for any costs incurred by the Proposer in preparing a response to this RFP. Proposers submit proposals at their own risk and expense. Durham County make no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all proposals.

8.0. **KEY DELIVERABLES**

As a result of this project, Durham County requests a documented and prioritized list of risks, each defined by a specific vulnerability, its impact, and the asset affected, a rating of overall relative risk and criticality, references where applicable to specific regulations within the HIPAA Security and Privacy Rules and a recommendation to mitigate the risk.

ITEM	EXPECTED DELIVERY DATE
<p>HIPAA Privacy and Security Risk Assessment and Analysis shall include the following departments: Public Health, Social Services, Emergency Management, Criminal Justice Resource Center and IS&T.</p> <p>The Analysis shall include:</p> <p style="padding-left: 40px;">A. Part 1: Security Risk and Gap Analysis</p> <p style="padding-left: 40px;">B. Part 2: Privacy Risk and Gap Analysis</p>	<p>Commence Analysis within thirty (30) calendar days of Contract Award and complete analysis within one hundred and twelve (112) calendar days of Contract Award.</p>
<p>A. Mitigation and Technical Assistance with Consultant on Retainer, shall be on-site/off-site</p>	<p>Shall not exceed sixteen (16) weeks unless otherwise authorized by the County.</p>

at the convenience of the County.	Consultant period shall not start until fully completed final reports have been received by Durham County Government.
<p>A. County-wide Report. A Comprehensive Report including the following:</p> <ol style="list-style-type: none"> 1. <u>Executive Summary</u> – appropriate for senior management to review and understand the current level of risk. 2. <u>Introduction</u> – including the scope and methodology used for this assessment. 3. <u>Findings and Recommendations:</u> <ol style="list-style-type: none"> a. Clearly separate privacy and security findings and recommendations b. Clearly identifying common Security and Privacy Findings across the County Departments. c. Providing sufficient technical detail for the IT team to understand, replicate and remediate the issue. d. The findings for any compliance issues with HIPAA Security and Privacy Rules and generally accepted security and privacy best practices will include sufficient detail on remediation within industry best practices, workflows, policies and procedures. Control and/or vulnerability categories tested and the results of the testing. <p>B. Department Specific Reports. Detailed reports that include department specific findings for each department reviewed in this analysis. These reports shall include:</p> <ol style="list-style-type: none"> 1. <u>Executive Summary</u> – appropriate for senior management to review and understand the current level of risk. 2. <u>Introduction</u> – including the scope and methodology used for this assessment. 3. <u>Findings and Recommendations:</u> <ol style="list-style-type: none"> a. Clearly separate privacy and security findings and recommendations b. Providing sufficient technical detail for the IT team to understand, replicate and remediate the issue. c. The findings for any compliance issues with HIPAA Security and Privacy Rules and generally accepted security and privacy best practices will include sufficient detail on remediation within industry best practices, workflows, policies and procedures. Control and/or vulnerability categories tested and the results of the testing. 	<p>Reports shall be submitted to Durham County within fifteen (15) calendar days (time frame negotiable) of completing the field analysis. The Final Reports shall be submitted in three (3) hard copies and (1) electronic PDF document.</p> <p>All reports shall be marked “Confidential and Proprietary”</p>

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The deliverable will be both concise and comprehensive, free from false positives and false negatives, and provide sufficient technical and compliance narrative detail to support all findings. Deliverable must be in PDF format and shall be delivered encrypted or via another secure method. In addition, a presentation of findings to executive management and the technical team may be required. Assessment follow-up access to the department representatives for questions and clarifications associated with the deliverables is desired for a period of 4 months after the delivery of final and completed reports (please factor this into your quote).



Tab 3 – Corporate Overview

Proposer and Contact Information

Chirpy Bird, Inc.
Robin Roberts, President
2474 Green Point Lane
Denver, NC 28037
Phone: 888-647-7247 x1
Fax: 888-647-7247
Email: robin@chirpybirdinc.com

Corporate Structure

Chirpy Bird, Inc. was founded in 2016 and has been operational since August 2018. It was initially an LLC based in the Commonwealth of Virginia. Due to rapid business growth, Chirpy Bird converted to an S-corporation, organized and headquartered in North Carolina in February 2019.

Chirpy Bird, Inc. currently has two officers, its original co-founders who jointly own 100% of the firm.

Robin Roberts President 2474 Green Point Lane Denver, NC 2807	Joy Rios Vice President and Treasurer 2420 Vancouver Avenue San Diego, CA 92104
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Chirpy Bird, Inc. is recognized by the United States System for Award Management (SAM) database as a 50% minority-owned business (Hispanic) and a 100% woman-owned business. Certification paperwork with the respective department of North Carolina has been filed and is pending completion. At the time of contract performance, we anticipate having the certification and will be fulfilling the contract with 100% our own workforce.

Fee Schedule



Attachment A

FEE SCHEDULE (RFP No. 20-012)

In accordance with the attached Instructions, Terms, and Scope of Services we submit the following Proposal to Durham County.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>FEE</u>
1	<u>Security and Privacy Risk Assessment & Gap Analysis</u> Mitigation and Technical Assistance With Consultant on Retainer Report (s) Est. hours Travel must be included in the fixed quote.	(1) Each	\$ <u>51,500</u> / Fixed ¹ <u>250</u> / Estimated hrs.
Price Breakdown: ²			
	<u>Privacy Risk Assessment & Gap Analysis</u> (1) Each Mitigation and Technical Assistance With consultant Retainer Reports Est. Hours Travel must be included in the fixed quote.	(1) Each	\$ <u>27,810</u> / Fixed <u>135</u> / Estimated hrs.
	<u>Security Risk Assessment & Gap Analysis</u> (1) Each Mitigation and Technical Assistance With consultant Retainer Reports Est. Hours Travel must be included in the fixed quote.	(1) Each	\$ <u>23,690</u> / Fixed <u>115</u> / Estimated hrs.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: 02/25/2020

Authorized Signature:

A handwritten signature in black ink, appearing to read "A. Leal", written over a horizontal line.

Name

President

Title

Chirpy Bird, Inc.

Firm Name

¹ The above Fixed Cost should be based on being awarded the entire project.

² The above Fixed Costs in this section should be based on being awarded only the specific assessment listed.



No Proposal Reply Form
Not applicable.

Addendum Acknowledgement Form

Attachment C

ADDENDUM ACKNOWLEDGEMENT

RFP No. 20-012

Receipt of the following Addendum is acknowledged:

Addendum no. 01 Date 02/20/2020

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature: [Signature] Date: 02/24/2020

President

Title

Chirpy Bird, Inc.

Name of Firm

Non-Collusion Affidavit Form

Attachment D

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Durham

Robin Roberts being first duly sworn, deposes and says that:

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


Signature of Proposer

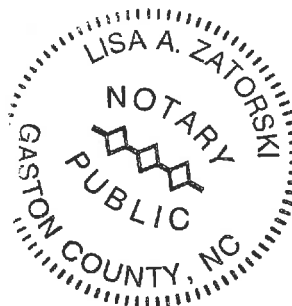
02/26/2020
Date

Subscribed and sworn before me,
this 24 day of Feb, 2020


Notary Public

Notary Public
My Commission Expires: 3-19-23

(Seal)



Affidavit of Compliance (E-verify) Form

AFFIDAVIT OF COMPLIANCE

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes**

I, Robin Roberts (hereinafter the "Affiant"), being duly authorized by and on behalf of
Chirpy Bird, Inc. (hereinafter "Contractor") after first being duly sworn hereby swears or
affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify 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 in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES
 - b. NO X
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 26th day of February, 2020

[Signature]
Signature of Affiant

Print or Type Name: Robin Roberts

State of NC

County of Lincoln

Signed and sworn to (or affirmed) before me, this the 26

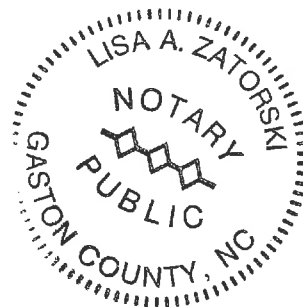
day of Feb., 2020

My Commission Expires:

3-19-23

[Signature]
Notary Public

(Affix Official Notarial Seal)



Vendor Application/W-9 Form



Vendor Application

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: Chirpy Bird Inc.
Do you require a 1099? Yes ☐ No ☒
2. Mailing address for payments:
2474 Green Point Lane
Denver, NC 28037-9430
3. Mailing address for purchase orders, proposals and bids:
2474 Green Point Lane
Denver, NC 28037-9430
4. Contact Person: Robin Roberts Phone #: 888-647-7247 x0
Email: robin@chirpybirdinc.com Fax #: 888-647-7247
5. In what City and State is your firm licensed? Denver, NC
If licensed in NC, indicate County (for tax purposes) Lincoln
6. Indicate your firm's organizational type:
Individual ☐ Partnership ☐ Corporation ☒ Governmental Agency ☐ Other ☐
7. Is your firm a large business? Yes ☐ No ☒
8. Is your firm a small business? Yes ☒ No ☐
9. Is your firm 51 percent or more owned and operated by a woman? Yes ☒ No ☐
If yes, with what governmental agencies are you certified? _____
10. Is your firm 51 percent or more owned and operated by a minority? Yes ☐ No ☒
If yes, with what governmental agencies are you certified? _____
Identify appropriate minority group:
Black American ☐ Native American ☐ Hispanic ☐ Asian/Pacific ☐ Asian Indian ☐
11. Is your firm incorporated? Yes ☒ No ☐
12. Is your firm a not-for-profit concern? Yes ☐ No ☒
13. Is your firm a handicapped business concern? Yes ☐ No ☒
14. Give a brief description of goods or services your firm provides:
Health IT Consulting Services

Signature: _____

Title: _____

Print name: _____

Date: _____

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051.

FOR DEPARTMENT COMPLETION (Prior to Vendor Distribution)

Email to: _____

or

Fax to: _____

Department Contact Email

Department Contact Fax No.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this form; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Chirpy Bird, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) in the space below the box: _____

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
2474 Green Point Lane
6 City, state, and ZIP code
Denver, North Carolina 28037-9430

7 List account number(s) here (optional)

8 Requester's name and address (optional)
Durham County
200 East Main Street
Durham NC 27701

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN) if you do not have a number, see How to get a TIN, later.

9 Social security number
OR
Employer identification number
30-1197185

10 Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

11 Sign Here
Signature of U.S. person **[Signature]**
Date **February 17, 2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What a backup withholding, later.

MWBE Forms

Affidavit A – List of Good Faith Efforts

In the performance of contract work, Chirpy Bird will utilize our own workforce and expects to satisfy the women owned MWBE goal.

Affidavit A

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of Chirpy Bird, Inc

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- ☒ 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- ☒ 5-Attended pre-bid meetings scheduled by the public owner.
- ☒ 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☒ 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- ☒ 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

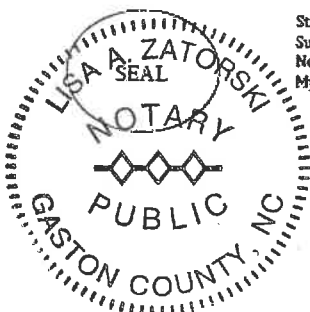
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2/26/2020 Name of Authorized Officer: Robin Roberts

Signature: [Signature]
Title: President

State of North Carolina, County of Lincoln
Subscribed and sworn to before me this 26 day of Feb 2020
Notary Public Lisa A. Zatorski
My commission expires: 03-19-23





Affidavit B – Intent to Perform Contract with Own Workforce

Affidavit B

ATTACH TO BID - IF YOU ARE NOT UTILIZING SUBCONTRACTORS

State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

COUNTY OF DURHAM

Affidavit of Chirpy Bird, Inc
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for
the HIPAA Privacy and Security Risk Assessment and Gap Analysis contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and agrees to provide any additional information or documentation requested by the owner in support of the above statement.

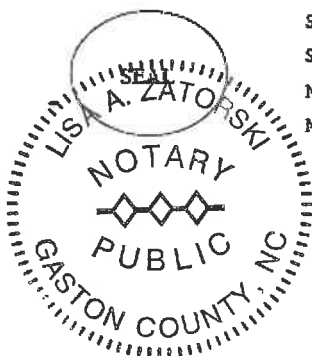
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 2-26-2020

Name of Authorized Officer: Robin Roberts

Signature: [Signature]

Title: President



State of North Carolina, County of Lincoln
Subscribed and sworn to before me this 26 day of Feb 2020
Notary Public Lisa A. Zatorski
My commission expires 3-19-23

Affidavit C – Portion of Work to be Performed by Certified MWBE Businesses

Affidavit C

ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of Chirpy Bird, Inc.
 (Name of Bidder)

I do hereby certify that on the

HIPAA Privacy and Security Risk Assessment and Gap Analysis
 (Project Name)

Project ID No. RFP 20-012 Amount of Bid \$ \$51,500

I will expend a minimum of 100% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

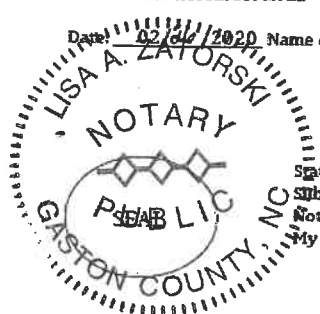
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 02/26/2020 Name of Authorized Officer: Rabin Roberts

Signature: [Signature]
 Title: President

State of North Carolina, County of Lincoln
 Subscribed and sworn to before me this 26 day of Feb 2020
 Notary Public Lisa A. Zatorski
 My commission expires 03-19-23



Affidavit D – Good Faith Efforts

Per the RFP's instructions, this form will be submitted only after receipt of notice of being the apparent lowest, responsible, responsive bidder.