

STATE OF NORTH CAROLINA

Department of Health and Human Services

Request for Proposal #: 30-23210-OOC

STRATEGIC COMMUNICATIONS SUPPORT

Date of Issue: March 31, 2023

Proposal Opening Date: May 8, 2023

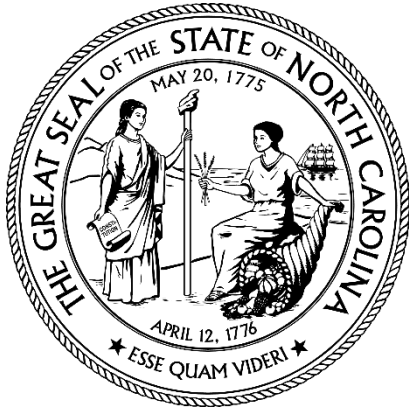
At 2:00PM ET

Direct all inquiries concerning this RFP to:

Jillian Kennedy

Contract Specialist

Email: jillian.kennedy@dhhs.nc.gov



STATE OF NORTH CAROLINA

Request for Proposal

30-23210-OOC

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For your proposal to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA <i>Department of Health and Human Services</i>	
Refer <u>ALL</u> Inquiries regarding this RFP to: Jillian Kennedy	Request for Proposal #: 30-23210-OOC
	Proposals will be publicly opened: May 8, 2023 at 2:00PM ET
Using Agency: Office of Communications	Commodity No. and Description: 821119, News and publicity services
Requisition No.: N/A	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 30-23210-00C

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on
The attached certification, by _____.

(Authorized Representative of Department of Health and Human Services)

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP and any resulting contract award is to solicit proposals for Strategic Communications Services for the State of North Carolina ("State").

The Office of Communications (OOC) supports broad communications needs across the North Carolina Department of Health and Human Services ("Department"). OOC responds to media requests, produces print and web materials, leads our social media, and facilitates paid media campaigns with an outside agency. The Department's divisions and offices also regularly communicate with partners, stakeholders, and people served by their programs through a variety of communications channels, including emails, notices, fact sheets, white papers, webinars, and in-person presentations and trainings.

During the pandemic, the Department was able to connect with historically marginalized populations through community leaders and well-designed communications. Communications must continue to embed this approach as the Department moves forward on these priorities, delivering much needed services and programs to improve the health and well being of all North Carolinians.

As we adapt to life with COVID-19, many of the pandemic's effects linger. A much larger number of adults and children report anxiety. Substance use – and deaths from misuse have risen and continue to rise. Workforce shortages top headlines across the state, affecting everything from childcare workers to delivery of human and social services. Thus, our communications needs are broader, and bringing equity requires additional effort that the Office of Communications has not previously provided. In order to continue reaching historically marginalized populations, and to support extension of services into underserved areas, the Office of Communications requires additional, dedicated support. The following proposal creates a mechanism to staff ongoing demands made of a modern communications team and to respond to emergency or short-term needs, ultimately helping the Department achieve its goals.

The intent of this solicitation is to award an Agency Term Contract to one, or multiple, Vendors.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	3/31/23
Hold Pre-Proposal Meeting/Site Visit	State	4/12/23 at 10:00AM ET
Submit Written Questions	Vendor	4/19/23 by 5:00PM ET
Provide Response to Questions	State	4/26/23
Submit Proposals	Vendor	5/8/23 by 2:00PM ET
Contract Award	State	8/18/23

2.5 PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: 4/12/23
 Time: 10:00 AM Eastern Time
 Location: Microsoft Teams meeting

Join on your computer, mobile app or room device

Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTlwM2RmYjYtMjY5Ni00YmYyLTgwNDEtNzEzYTlkN2QwNTI4%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%229aa55bf2-2618-4499-8df5-f78349b3ed9e%22%7d
 Meeting ID: 251 678 701 94

Proposal Number: 30-23210-OOC

Vendor: _____

Passcode: d8KoS4

Download Teams | Join on the web

Join with a video conferencing device

ncgov@m.webex.com

Video Conference ID: 118 744 183 0

Alternate VTC instructions

Or call in (audio only)

+1 984-204-1487,,977622342# United States, Raleigh

Phone Conference ID: 977 622 342#

Find a local number | Reset PIN

Learn More | Meeting options

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 30-23210-OOC – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.8 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: STATE CERTIFICATION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals

offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions to Vendors entitled Confidential Information.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (Section 5.5)
2. Vendor Qualifications (Section 5.4)
3. Vendor Experience (Section 4.6)
4. Pricing (Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from

consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate at least three (3) years of experience with public and/or private sector clients with similar or greater size and complexity to the State. The experience must be in support of the field of health and human services. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services similar to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Vendor will provide support to the OOC to assist in the response to media and public records requests, producing print and web materials, supporting Department social media, media training, video production, and facilitating outreach campaigns and storytelling.

NCDHHS has three priorities: behavioral health and resilience, child and family well-being, and strong and inclusive workforce. Work will often tie back to at least one priority. In certain cases, the specificity of the material requested may obviate this need. Work product must use accessible language and reflect an equity-based approach. It is the common thread through the many services and programs NCDHHS delivers to improve the health and well-being of all North Carolinians.

The work provided in this Contract is required as two separate workstreams. For Workstream 1, the Department requires one vendor to provide full time strategic communication support services for daily and planned work within the OOC. For Workstream 2, the Department requires multiple vendors with specific expertise listed above to provide on-demand support for specific projects or emergent events and situations that cannot be predicted in advance.

5.2 SPECIFICATIONS

5.2.1 Workstream 1: Strategic Communications Support

Vendor(s) awarded this Workstream will provide on-going strategic communication support services to create and implement a portfolio of equity-based communications around Department priorities. Vendor involvement will be as follows:

- a) Vendor will adhere to the vision and strategy set by the Department in performing day-to-day activities, which range from public records and media requests to proactive storytelling, to events designed to reach people who lack access to health care and other services.
- b) Vendor designed and implemented communications will be critical to the success of Department priorities, and in fortifying the public health foundation in preparation for the next public health emergency.
- c) Department will provide equipment, office space, and technical support for Vendor staff as needed.
- d) Hybrid work is allowed and full remote work may be negotiated if appropriate for these services.
- e) The Vendor will be supporting the Department in many areas and must provide a project team that is able to perform the specific support functions listed below:
 - a. Coordinate with internal experts to communicate NCDHHS activities with the media and the general public
 - b. Search public records and coordinates with internal experts to respond to public records requests
 - c. Coordinate across NCDHHS divisions to support outreach campaigns centered on health equity
 - d. Support storytelling across NCDHHS using modern techniques easily accessible to a broader public. Initial work is with behavioral health and child welfare programs. May have website management or social media skills.
 - e. Find, develop, and tell stories from across NCDHHS to reach the general public and highlight priorities and successes. May have website management or social media skills.
 - f. Guide communications strategy for divisions in Opportunity and Well Being. Work initially focuses on activities that support the child and family well-being priority and then broadens to align other division communications to NCDHHS priorities. May have website management or social media skills.
 - g. Coordinate content and logistics for high-level in-person events and webinars that promote equitable access to information. May have website management or social media skills.

5.2.2 Workstream 2: Emergent Communications Support

It is inherent to the nature of communications work that the volume of work product needed ebbs and flows in ways that cannot be predicted in advance. A broad variety of emergent events and situations— including but not limited to natural disasters, communicable disease outbreaks, new federal or state legislation or requirements, policy changes,

environmental health hazards, operational issues, economic disruptions, and acts of violence— can cause dramatic, temporary spikes in the volume of communications work needed by the Department.

The Department requires the ability to rapidly bring on highly qualified, short-term communications support when work temporarily increases and exceeds capacity of the permanent Office of Communications team. This RFP will serve to pre-qualify Vendors to work in one or more of these areas through the award of this Contract. Work will be assigned via task order, as needs present themselves. Work will be assigned to an awarded Vendor based on availability, area of expertise, experience with the Department, and cost at the time the task order is placed.

- a) The following work may be required for this Workstream:
 1. Development and implementation of strategic communications plans for specific projects and initiatives, aligning with the Department’s overall strategic goals. An example is coordinating information from multiple places in Medicaid regarding the end of the Public Health Emergency, then proposing communications based on that information and program goals. This scenario may include writing newsletter articles, press releases, and/or presentations, in coordination with the Office of Communications.
 2. Development of written communications materials, for the public, external stakeholders, and internal team members. These include but are not limited to fact sheets, one-pagers, talking points, white papers, reports, newsletters, beneficiary notices, stakeholder communications and presentations. Examples include a one-pager for the general public about a child welfare initiative, a report on the equity of a public health response, and a notice to Medicaid beneficiaries regarding steps to take at the end of the Public Health Emergency.
 3. Public relations activities, including media events, responses to the media, and proactive and reactive statements. These may be in response to a crisis.
 4. Development and maintenance of web and social media content. This may be post text in support of the above activities.
 5. Speechwriting and other support for speaking engagements that position Department team members as thought leaders in their areas of expertise.
 6. Media training, both introductory sessions with broad guidelines, and individual or small group sessions to focus on a specific skill or topic.
 7. Video production, from instructional videos to awareness videos to videos that capture the success of a program. May also include capturing B-roll and clipping existing video.
- b) Specific Tasks will be initiated at the request of a division, section, branch, program, or other unit with the Department via Task Order.
 1. The potential client and the Office of Communications will meet with the pre-qualified contractor to determine the scope of work.
 2. That client’s unit will provide the budget for the project and is responsible for the purchase order and for paying the invoice.
 3. Final delivery of work will include the Office of Communications to ensure strategic alignment.

5.3 TASKS/DELIVERABLES

5.3.1 Workstream 1: Strategic Communications Support

TASK	DELIVERABLE	TIMEFRAME
a. Vendor will provide a team to perform on-going strategic communication support services to create and implement a portfolio of equity-based	Team identified, assigned to the Project, and approved by Department, with availability agreed upon by both Parties	Within 30 days of Contract Award

communications around Department priorities.	Team in place and performing work.	Within two months of Contract Award, or as agreed upon by both Parties
Each embedded Vendor staff member shall check in quarterly with a Department supervisor (to be identified at a later date).	Quarterly discussions to include: a. Tasks accomplished b. Tasks in progress c. Priorities d. Challenges e. Upcoming/Planned work	No later than the first Tuesday of each month.

5.3.2 Workstream 2: Emergent Communications Support

While Specific Tasks and Deliverables for all Workstream 2 specifications will vary, the qualified vendor must be able to provide the following as needed and directed by DHHS, and agreed to by the vendor in the scope of work for each task at the Task Order level.

TASK	DELIVERABLE	TIMEFRAME
Development and implementation of strategic communications plans for specific projects and initiatives, aligning with the Department’s overall strategic goals.	Written strategic communications plan delivered to the Department accompanied by verbal explanation of plan.	To be determined by the Department at the Task Order level, depending on the complexity of the specific project or initiative.
Development of written communications materials, for the public, external stakeholders, and internal team members.	These may include but are not limited to: a. fact sheets b. one-pagers c. talking points d. white papers e. reports f. newsletters g. beneficiary notices h. stakeholder communications i. presentations.	To be determined by the Department at the Task Order level, depending on the complexity of the requested materials.
Public relations activities, including media events, responses to the media, and proactive and reactive statements.	Leading media events, responses to the media, and proactive and reactive statements.	To be determined by event schedule, as agreed upon by both Parties at the Task Order level.
Development and maintenance of web and social media content.	Content provided to the Department.	To be determined at the Task Order level.
Speechwriting and other support for speaking engagements that position Department team members as thought leaders in their areas of expertise.	Speeches and supporting material delivered to the Department.	To be determined at the Task Order level.
Delivery of Media training	Training delivered in both introductory sessions with broad guidelines, and individual or small	To be determined at the Task Order level.

	group sessions to focus on a specific skill or topic.	
Video production	Instructional videos and awareness videos to videos that capture the success of a program developed and delivered to the Department. May also include capturing B-roll and clipping existing video.	To be determined at the Task Order level, depending on the type of video requested and the complexity of the program.
Vendor shall complete and deliver end of project reports following completion of each Task Order.	End of project report delivered to the Department to include detail of tasks accomplished.	Within five (5) business days of each Task Order completion.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor shall provide a resume for each staff member to be assigned to this Contract.

5.5 TECHNICAL APPROACH

Workstream 1: Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP (Section 5.2).

Workstream 2: Vendor should provide three examples or narratives of work they have performed in the areas they are proposing to support, as outlined in Section 5.2. The narrative must detail the technical approach used to accomplish the work. The approach and work completed that are detailed in this narrative must be supported by Vendor response to Section 4.5 Vendor Experience and Section 4.6 References.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically weekly with the State for Project Review meetings during periods of performance. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.7 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENT A: PRICING FORM

Price shall constitute the total cost to the Department for complete performance in accordance with all requirements of this RFP, including all applicable charges handling, administrative, and other similar fees.

All hourly labor rates must be fully burdened. Fully burdened rates include all direct and indirect costs associated with each employee, including payroll taxes, workers' compensation, health insurance, paid time off, training, travel expenses, vacation, sick leave, and other benefits.

Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

Vendor must complete and submit each of the applicable Pricing Tables below for the Workstreams they are providing proposals for. Additional rows may be added to the tables by the Vendor as needed.

a) **WORKSTREAM 1 PRICING: Strategic Communications Support**

Table 1: Workstream 1: Strategic Communications Support Contract Year 1				
Labor Category	Fully Burdened Hourly Labor Rate	FTE Quantity	Estimated Hours	Proposed Cost
<i>[Fill in any positions that may be assigned to this contract]</i>	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
Total Workstream Cost for Contract Year 1				\$

Table 2: Workstream 1: Strategic Communications Support Contract Year 2				
Labor Category	Fully Burdened Hourly Labor Rate	FTE Quantity	Estimated Hours	Proposed Cost
<i>[Fill in any positions that may be assigned to this contract]</i>	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
Total Workstream Cost for Contract Year 2				\$

Table 3: Workstream 1: Strategic Communications Support Contract Year 3				
Labor Category	Fully Burdened Hourly Labor Rate	FTE Quantity	Estimated Hours	Proposed Cost
<i>[Fill in any positions that may be assigned to this contract]</i>	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
Total Workstream Cost for Contract Year 3				\$

b) WORKSTREAM 2 PRICING: Process Improvement Facilitation and Implementation

Table 4: Workstream 2: Emergent Communications Support Contract Year 1	
Labor Category	Fully Burdened Hourly Labor Rate
<i>[Fill in any positions that may be assigned to this contract]</i>	\$
	\$
	\$
	\$
	\$
	\$

Table 5: Workstream 2: Emergent Communications Support Contract Year 2

Labor Category	Fully Burdened Hourly Labor Rate
<i>[Fill in any positions that may be assigned to this contract]</i>	\$
	\$
	\$
	\$
	\$
	\$

Table 6: Workstream 2: Emergent Communications Support Contract Year 3

Labor Category	Fully Burdened Hourly Labor Rate
<i>[Fill in any positions that may be assigned to this contract]</i>	\$
	\$
	\$
	\$
	\$
	\$