

STATE OF NORTH CAROLINA

Department of Information Technology

Request for Proposal #: 41-RFP2022-34JB

Develop and execute a public outreach program to promote a federal affordability program for broadband service

June 29, 2022

Proposal Opening Date: July 28, 2022

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Joetta Brunson

IT Procurement Specialist

Email: Joetta.Brunson@nc.gov

Phone: 919-418-5225



Request for Proposal

41-RFP2022-34JB

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

endor:														
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STATE OF NORTH CAROLINA Department of Information Technology

Refer <u>ALL</u> Inquiries regarding this RFP to:	Request for Proposal #: 41-RFP2022-34JB
All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4	Proposals will be publicly opened: July 28, 2022 @ 2:00pm
Using Agency: Information Technology	Commodity No. and Description: 946-11 Professional
Requisition No.: PR12313184	Associations

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 proposal, 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 ATTACHMENTS page within this document.

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 (SE	E INSTRUCTIONS TO VEND	OORS ITEM #12):
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	

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VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
VALIDITY PERIOD Offer shall be valid for at least 120 days from date of bid of mutual agreement of the parties. Any withdrawal of this of this RFP.		
ACCEPTANCE OF PROPOSAL If your proposal is accepted, all provisions of this RFP, a agreement between the parties ("Contract"). The NORTH and shall apply. Depending upon the Goods or Services by	CAROLINA GENER	RAL TERMS AND CONDITIONS are incorporated herein
FOR STATE USE ONLY: Offer accepted and Contract and The attached certification, by		
(Authorized Rep	resentative of Der	partment of Information Technology)

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1.0 PURPOSE AND BACKGROUND

It is the intent of the N.C. Department of Information Technology (NCDIT) to develop and execute a comprehensive communications and public outreach program to promote the benefits of the Federal Communications Commission's Affordable Connectivity Program (ACP) to low-income N.C. households and increase ACP enrollment. NCDIT seeks to engage a full-service public relations and communications agency (or agencies) to assist in this work.

The engagement will include research and analysis to determine key audiences, their interest in acquiring broadband service and participating in a federal affordability program, and how to best reach them via traditional and digital media. The analysis and communication solution should approach the assignment in a holistic manner, considering activities and communications strategies executed directly by NCDIT as well as by the Federal Communications Commission and N.C. broadband service providers that are participating in the ACP. The engagement should include development of both the comprehensive outreach plan and templates for communications collateral, as well as the complete execution of the initial creative and support materials that will be deployed in the marketplace.

Background:

In North Carolina, at least 1.1 million households are on the wrong side of the digital divide. Roughly half of these households are priced out of high-speed internet access because they are required to spend at least two (2) percent of monthly income on a \$60 per month subscription. The Federal Communications Commission's ACP provides a monthly discount on broadband service and a device discount for eligible low-income households, yet most North Carolinians are not aware of this program or how to apply for it. North Carolina currently has an estimated 22.36 percent of qualified households enrolled.

As part of its plan to close the digital divide, NCDIT is seeking an experienced outreach program to provide awareness to low-income N.C. households about the ACP and increase program enrollment in 2022-2023, with specific focus on low-income households with school-age children. Over the past six (6) months, NCDIT staff have completed direct outreach via phone and email to Tier 1 County contacts (e.g., social services, school systems, career centers, local media, etc.) that provide awareness or services to low-income households to enlist their support in promoting the ACP benefits within their county.

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

The intent of this solicitation is to award an Agency Contract.

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 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 sixty (60) 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: 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?

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The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log into 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	June 29, 2022
Submit Written Questions	Vendor	July 7, 2022 @ 1:00PM
Provide Response to Questions	State	July 14, 2022 COB
Submit Proposals	Vendor	July 28 , 2022 @ 2:00PM
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 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 # 41–RFP2022-34JB Questions" as the subject of the message. Question

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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.

2.6 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 Vendors 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 ET to 5:00 PM ET.

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.

2.7 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 FORM
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed 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: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
- I) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below 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 a single Vendor, 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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

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.

EVALUATION 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 descending order of importance, to result in an award most advantageous to the State.

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- 1. Vendor Technical Approach Sections 5.4 and 5.5
- 2. Vendor Experience and References Section 4.5
- 3. Pricing Section 7.0, 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 based on the Purchasing Agency's acceptance of deliverables. The Vendor will be paid net 30 calendar days after the Vendor's invoice is approved by the State. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each accepted deliverable. 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, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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Vendor's invoices must be submitted via Electronic Submission to: Accountspayable@its.nc.gov.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE 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 AND REFERENCES

With its proposal submission, the Vendor shall include background information on its organization and provide details to describe its experience providing services similar in size and complexity to the Services described in this RFP. Vendor shall include at least three (3), and no more than five (5), public and/or private sector clients of similar or greater size and complexity to what is described in this RFP served by the Vendor within the last five years.

The failure to list all similar contracts within the last five years may result in rejection of the Vendor's proposal. DIT may contact one or more of these references to determine whether the services provided were substantially similar in size and scope to those proposed in this RFP and that the Vendor's performance has been satisfactory. In addition, the evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to inquire into Vendor's performance, and the information obtained may be considered in evaluating Vendor's proposal.

Each reference provided shall include:

- a. Detailed description and demonstration of how the experience is similar or greater in size and complexity to the scope of this RFP:
- b. The beginning and ending dates of the contracts;
- c. Whether any of those contracts were extended or renewed at the end of their initial term;
- d. Whether any of those contracts were terminated early for cause by either party;
- e. The name, address, email, and telephone number of at least one manager for each contract who is personally familiar with the Vendor's performance.

4.6 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

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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.

4.7 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 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.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.9 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

4.10 FEDERAL COVID-19 VACCINATION REQUIREMENT

President Biden recently issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Vendor acknowledges and agrees to comply with the federal COVID-19 vaccination requirements.

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.



5.0 SCOPE OF WORK

The N.C. Department of Information Technology (NCDIT) is seeking paid outreach to provide statewide awareness about the Federal Communications Commission's (FCC) Affordable Connectivity Program (ACP). The awarded Vendor must understand and support the inner workings and needs of a complex state department and provide a high level of quality account service, regardless of imposed timelines or deadlines.

5.1 GENERAL

The FCC launched the Emergency Broadband Benefit Program in February 2021 during the height of the COVID-19 pandemic to help provide affordable access for high-speed internet to low-income households during the time when remote work, education and telehealth were imperative. Under the Infrastructure Investment and Jobs Act, the program was extended and transitioned to the Affordable Connectivity Program (ACP) with more than \$14 billion in federal funding.

Following these programmatic changes and NCDIT's initial effort to promote the benefits of the FCC's affordability programs to N.C. residents, leaders at NCDIT now wish to gather key audiences and launch a broader, statewide outreach and awareness program. NCDIT's goal is to enroll as many eligible N.C. households as possible in ACP in 2022-2023, with specific focus on low-income households with school-age children.

The requested awareness campaign may include both traditional (print, mail, television, radio) and digital media, though many households may only have access to digital media via mobile phones. North Carolina currently has an estimated 22.36 percent of qualified households enrolled. Additional metrics for the program, which recently transitioned from the FCC's Emergency Broadband Benefit Program, can be found at the following sites:

- A. https://www.usac.org/about/emergency-broadband-benefit-program/eme
- B. https://broadbandnow.com/internet/emergency-broadband-benefit-report

5.2 OBJECTIVES

The objectives of any resulting contract are all of the following:

- A. Identify and document North Carolina residents that qualify for the ACP, to focus on households with children.
- B. Identify, analyze, and rank in order of effectiveness the methods to best reach key audiences.
- C. Raise general awareness of the FCC's Affordable Connectivity to key audiences defined by the engagement research and analysis.
- D. Shape and distill an outreach and messaging approach that leads to the creation of a highly professional, impactful communication platform suitable for execution in a variety of formats (such as print collateral, website(s), social media channels and public presentations.)
- E. Create a messaging architecture capable of addressing the many audiences NCDIT reaches and at a minimum incorporating the breadth of the FCC's Affordable Connectivity Program
- F. Increase enrollment in the Affordable Connectivity Program by eligible N.C. households.
- G. Explore and engage in partnerships with stakeholder organizations (i.e., internet service providers, health insurance companies, educational institutions, workforce boards, etc.)
- H. Perform the initial execution of the communications plan and send designed deliverables to NCDIT for its use.
- I. Complete other digital equity and literacy outreach as needed.

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5.3 TASKS AND DELIVERABLES

At minimum, the Vendor shall complete the Scope of Work described below for the initial, one-year term. Bidders must provide detail on how each task is to be accomplished, to recommend which tasks require greater emphasis, and to suggest additional tasks that may be necessary or beneficial but have not been identified in this RFP.

Tasks and Deliverables Timeline

- Tasks and deliverables 1-5 below to develop the comprehensive communications strategy and program must be delivered within 30 days of a signed contract.
- Tasks and deliverables 6-7 below must be delivered within 60-90 days of a signed contract.
- Tasks and deliverable 8 below and all other tasks to execute the initial term of the comprehensive communications strategy and program must be delivered within one year of a signed contract.

Work with the NCDIT Communications team to develop and execute a comprehensive communications strategy and program that shall include:

- Consultation with representatives from NCDIT to include at a minimum discovery of the digital divide in North Carolina, the FCC's Affordable Connectivity Program, key audiences and articulation of desired goals for the communications program.
- 2) Consultation with representatives from NCDIT to include discovery of the current state of communications for the FCC's Affordable Connectivity Program and customer outreach.
- 3) Review and analysis of a wide range of existing data and research from various sources to support the development and execution of a comprehensive communications strategy and program.
- 4) Research and analysis of the FCC's Affordable Connectivity Program key audiences and stakeholders, including work to determine these audiences' current awareness and perceptions of the FCC's Affordable Connectivity Program and its products and services, as well as how to best reach each audience with targeted communications.
- 5) Review and provide analysis of NCDIT's website content used to promote the FCC's Affordable Connectivity Program.
 - a. Review both statewide communications, as well as examples of local communications (e.g., email templates and talking points used by NCDIT to directly reach individual stakeholders).
 - b. Review NCDIT materials shared with N.C. partner agencies (e.g., NCDIT-created Affordable Connectivity Program materials on www.ncbroadband.gov).
- 6) Develop and document a comprehensive communications strategy plan, that must include all of the following, at a minimum:
 - a. Identification of primary audiences and their key needs, including recommendations of which audience to prioritize in the plan. Audience identification should include research-based observations of what audiences seek from the Affordable Connectivity Program and current perceptions.
 - b. Development of a strategic messaging platform, featuring high-level themes and recommendations for customizing messages for use by NCDIT and non-NCDIT system partners.
 - c. Development of business goals and objectives for the communications plan.
 - d. A content mission statement or statements for each medium or channel to guide content creation, that articulates:
 - i. The core audience target (for the particular channel)
 - ii. What will be delivered to the audience
 - iii. The outcome for the audience
 - e. Recommended content/communications formats to ideally execute the strategy (i.e., postcards, flyers, press releases, social media posts, presentations, blog posts, billboards, etc.)
 - Recommended distribution channels/media.
 - g. Recommended media placement strategy and development of a media placement budget. Media placement fees and all outreach costs are to be included in this contract.
 - h. Recommended staffing plan that outlines roles for maintaining the communications program.
 - Recommended application of creative assets across local career centers, websites and social media presence

Vendor:	

- j. A plan for measuring outcomes of the communication program.
- 7) Develop and produce professional, high-quality, and tangible creative elements for publication and distribution in support of the new communications plan that shall include:
 - Development of creative elements for communications, articles, or marketing copy, including graphic design and layout from first draft to completed product for all website, video, presentation, or printed materials, advertisements, social media, and public relations materials
 - Acquisition of an appropriate graphic and photographic library of imagery to be used in communications
 pieces; while stock imagery is not prohibited, a judicious amount of exclusive, original imagery should
 be produced as part of this engagement
 - c. Preparation of or acquisition of all necessary artwork, photographs, imagery, vocal talent that are required to produce final deliverables, including advertising, video or other presentation materials
 - d. Assembly and management of all production resources and personnel required to produce the creative work product called for during the engagement
 - e. Handling any intellectual property issues arising out of the work to be performed under or in connection with the contract(s). This shall include securing permission to use copyrighted or trademarked material or other protected visuals, words, names, music or sounds that will be included in the promotional materials. This also includes researching and registering any necessary copyright or trademark for materials developed under the contract(s).
 - f. Any materials developed shall be owned by the State of North Carolina, N.C. Department of Information Technology.
- 8) Complete other digital equity and literacy outreach as needed.

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.

5.5 TASK AND DELIVERABLES SCHEDULE

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's responses and approach to accomplishing all work detailed in Section 5.3 Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.6 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization acceptable to govern inspection where the item is to be located, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.7 INFORMATION TECHNOLOGY APPROVALS

The North Carolina Department of Information Technology (NCDIT) has certain standards for information technology equipment, especially if it interfaces with the State network. Approval by NCDIT is required before award of a contract to the extent these standards apply to this procurement. Agencies and Vendors are urged to determine the applicability of these NCDIT standards and to seek approval from NCDIT as necessary.

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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. 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 to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 WEEKLY STATUS REPORTS

The Vendor shall provide Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 15 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor.

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).

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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.

6.7 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.

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7.0 ATTACHMENTS

IMPORTANT NOTICE

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING FORM

Complete and return the Pricing associated with this RFP, which can be found in the table below:

ddition to providing pricing for the tasks listed below, the Vendor should submit a detailed response to the Section 3.4 Evaluation Criteria.

TASK	TASK DESCRIPTION:	COST PER
NUMBER	Assist the NCDIT Communications team to develop and execute a	TASK
	comprehensive communications strategy and program that shall include:	
1	Consultation with representatives from NCDIT to include at a minimum discovery of the digital divide in North Carolina, the FCC's Affordable Connectivity Program, key audiences and articulation of desired goals for the communications program.	
2	Consultation with representatives from NCDIT to include discovery of the current state of communications for the FCC's Affordable Connectivity Program and customer outreach.	
3	Review and analysis of a wide range of existing data and research from various sources to support the development and execution of a comprehensive communications strategy and program.	
4	Research and analysis of the FCC's Affordable Connectivity Program key audiences and stakeholders, including work to determine these audiences' current awareness and perceptions of the FCC's Affordable Connectivity Program and its products and services, as well as how to best reach each audience with targeted communications.	
5	Review and analysis of NCDIT's website content used to promote the FCC's Affordable Connectivity Program. a. Review both statewide communications, as well as examples of local communications (e.g., email templates and talking points used by NCDIT to directly reach individual stakeholders). b. Review NCDIT materials shared with N.C. partner agencies (e.g., NCDIT-created Affordable Connectivity Program materials on www.ncbroadband.gov).	

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ropodarria	Develop and document a comprehensive communications strategy plan, that should include at a minimum: a. Identification of primary audiences and their key needs, including recommendations of which audience to prioritize in the plan. Audience identification should include research-based observations of what audiences seek from the Affordable Connectivity Program and current perceptions.	
6	 b. Development of a strategic messaging platform, featuring high-level themes and recommendations for customizing messages for use by NCDIT and non-NCDIT system partners. c. Development of business goals and objectives for the communications plan. d. A content mission statement (or statements for each medium or channel) to guide content creation, that articulates: i. The core audience target (for the particular channel) ii. What will be delivered to the audience iii. The outcome for the audience e. Recommended content/communications formats to ideally execute the strategy (i.e., postcards, flyers, press releases, social media posts, presentations, blog posts, billboards, etc.) f. Recommended distribution channels/media. g. Recommended media placement strategy and development of a media placement budget. Media placement fees and all outreach costs are to be included in this contract. h. Recommended staffing plan that outlines roles for maintaining the communications program. i. Recommended application of creative assets across local career centers, websites and social media presence j. A plan for measuring outcomes of the communication program. 	
7	Develop and produce professional, high-quality, and tangible creative elements for publication and distribution in support of the new communications plan that shall include: a. Development of creative elements for communications, articles, or marketing copy, including graphic design and layout from first draft to completed product for all website, video, presentation, or printed materials, advertisements, social media, and public relations materials b. Acquisition of an appropriate graphic and photographic library of imagery to be used in communications pieces; while stock imagery is not prohibited, a judicious amount of exclusive, original imagery should be produced as part of this engagement c. Preparation of or acquisition of all necessary artwork, photographs, imagery, vocal talent that are required to produce final deliverables, including advertising, video or other presentation materials d. Assembly and management of all production resources and personnel required to produce the creative work product called for during the engagement e. Handling any intellectual property issues arising out of the work to be performed under or in connection with the contract(s). This shall include securing permission to use copyrighted or trademarked material or other protected visuals, words, names, music or sounds that will be included in the promotional materials. This also includes researching and registering any necessary copyright or trademark for materials developed under the contract(s). f. Any materials developed shall be owned by the State of North Carolina, N.C. Department of Information Technology.	
8	Complete other digital equity and literacy outreach as needed.	

TOTAL COST FOR INITIAL TERM PROPOSAL: \$

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form North-Carolina-Instructions-to-Vendors 09.2021.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Customer Reference Template 09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Location-of-Workers 09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID_Policy_Acknowledgement - Fillable.pdf

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

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

*** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration ***