

STATE OF NORTH CAROLINA

Department of Health and Human Services

Request for Proposal #: 30-23234-DSS

Success Coach Replication Sites

Date of Issue: November 8, 2023

Proposal Opening Date: November 29, 2023

At 2:00 PM ET

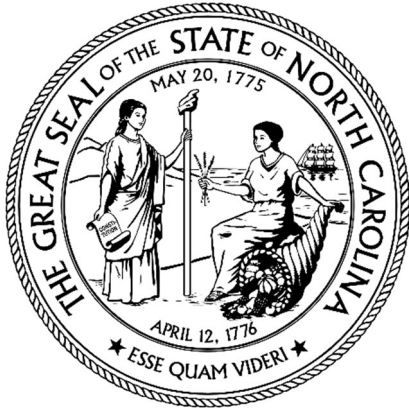
Direct all inquiries concerning this RFP to:

Natalie Parraghi

Acquisition Support Specialist

Email: natalie.parraghi@dhhs.nc.gov

Phone: 512-730-0243



STATE OF NORTH CAROLINA

Request for Proposal

30-23234-DSS

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 a contract to be awarded to you, 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

Department of Health and Human Services

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Request for Proposal #: 30-23234-DSS
	Proposals will be publicly opened: November 29, 2023, at 2:00 PM ET
Using Agency: Division of Social Services (DSS)	Commodity No. and Description: 931415 – Social Development and 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 incorporated herein**. 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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred and eighty (180) days from date of bid opening, unless otherwise stated here: ____ days, or if extended by mutual agreement of the parties in writing. 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 NC Department of Health and Human Services)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) and any resulting contract award is to solicit proposals from qualified vendors to implement/replicate the Success Coach Program and provide post-permanency Success Coach services in the seven (7) regions across North Carolina.

The Success Coach Program, developed by Catawba County Department of Social Services, is a voluntary service offered to families at the point of reunification or adoption/guardianship. When a family agrees to work with a Success Coach, they negotiate together to develop a Success Plan that lasts for up to two (2) years. The Success Coach meets with the family according to the agreement, usually in their home, at least once per month. Success Coaches work with families to assess their needs and develop and implement the Success Plan. They also assist families by coordinating with other needed services, and helping families manage crises that may arise. They work with families to enhance a range of skills essential to achieving stability and well-being.

The NC Division of Social Services is contracting with the Catawba County Department of Social Services to provide the statewide replication of Success Coach Model to 7 (seven) post permanency regions across NC. The Success Coach Model will provide support and technical assistance to families in providing a stable and safe environment for their children post permanency, to build family resiliency, and to implement support services that will have a positive long-term effect on post permanency stability and for the children to experience long-term “success,” as they transition into adulthood, defined by the following measurable child wellbeing indicators:

- a) Mental/Emotional Health
- b) Family Functioning
- c) Caregiver Self-Sufficiency
- d) Child’s Education
- e) Environment
- f) Social/Community Capital or Support
- g) Reduce risk of repeat maltreatment
- h) Reduce the risk of reentry to foster care
- i) Increase social support for the family
- j) Increase family self-sufficiency
- k) Increase family’s ability to manage crises
- l) Increase parent’s ability to access medical & mental health services for the child
- m) Increase parenting skills
- n) Increase child’s ability to perform on or above grade level in school
- o) Increase parent’s ability to advocate for and access educational services

The intent of this solicitation is to award up to seven (7) Regional Agency Contracts to qualified Vendors that can act as Success Coach providers and implement Success Coach post-permanency services in North Carolina. The Success Coach Model will act as the primary Post-Permanency Support Services (PPSS) program across the state of North Carolina. Service providers will provide ongoing support and enhanced case management to children and families. The Success Coach Program will provide an array of post-care services to promote placement stabilization and child wellbeing for families of children who exited foster care to a permanent placement (reunification, adoption, guardianship, or legal custody).

1.1 CONTRACT TERM

The Contract shall have an initial term of no more than three (3) years and three (3) months, beginning on the date of final Contract execution (the “Effective Date”) or April 1, 2024, whichever is later. The initial term shall expire June 30, 2027. The Vendor shall begin work under the Contract within ten (10) business days of 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, regarding any 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of 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).

The State may exercise in its discretion to consider Vendor proposed modifications. 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 unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

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	November 8, 2023
Submit Written Questions	Vendor	November 20, 2023, at 2:00 PM ET
Provide Response to Questions	State	November 22, 2023
Proposal Opening Deadline*	Vendor	November 29, 2023, at 2:00 PM ET
Contract Award	State	April 1, 2023

*Proposals will be publicly opened at the time and date of the proposal opening deadline at:

Microsoft Teams meeting

[Click here to join the meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjVmNmZkYTtMjE3ZS00YWQzLWFkNWMTNjk0ZWZlNWJmMjYz%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22a9ce18a1-07ce-4efb-a457-74204aec109a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjVmNmZkYTtMjE3ZS00YWQzLWFkNWMTNjk0ZWZlNWJmMjYz%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22a9ce18a1-07ce-4efb-a457-74204aec109a%22%7d)

Meeting ID: 238 239 550 089

Passcode: tpcWNz

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 30-23234-DSS – 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.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole 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.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

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, which must contain the following: (i) 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; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- 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. (Including but not limited to sections 4.5, 5.4, and 5.5)
- f) **Completed** version of ATTACHMENT A: PRICING FORM
- g) **Completed** version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) **Completed and signed** version of ATTACHMENT E: FEDERAL CERTIFICATIONS
- 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 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 in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **Post Permanency Support Services Site or Replication Site:** Replication sites for Post Permanency Support Services (Success Coach) will work in conjunction with Catawba County Department of Social Services to replicate the services provided through Success Coach Model. Success Coach providers will deliver services consistent with the philosophical principles of the Success Coach model.
- b) **Success Coach Program:** The Success Coach Program is a voluntary service offered to families at the point of reunification or adoption/guardianship. When a family agrees to work with a Success Coach, they negotiate together to develop a Success Plan that lasts for up to two years. The Success Coach meets with the family according to the agreement, usually in their home, at least once per month. Success Coaches work with families to assess their needs and develop and implement the Success Plan. They also assist families by coordinating with other needed services, and helping families manage crises that may arise. They work with families to enhance a range of skills essential to achieving stability and well-being.

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 one (1) vendor per region for each of the seven (7) regions in North Carolina, 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 Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. 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.

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 *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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.

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

1. Project Organization (Section 5.4)
2. Vendor Technical Approach (Section 5.5)
3. Vendor Experience (Section 4.5)
4. Pricing (Section 4.1 & 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, Manufacturer Part Numbers, Vendor Part Numbers, 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 experience with public and/or private sector clients with similar or greater size and complexity to the State. 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 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.

4.7 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 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.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

4.9 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 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The continuation of a stable and safe environment post-permanency decreases the risk of a child or youth experiencing additional trauma. A child or youth who exits foster care through reunification, guardianship, custody, or adoption leaves with having a positive, healthy, and nurturing relationship with an adult. In North Carolina, there is a lack of statewide post-permanency services to assist a family who are facing challenges and in need of additional support. The lack of statewide post-permanency services increases the chance of a child or youth of being abused, neglected and/or experiencing reentry into the foster care system.

The implementation of the Success Coach program will provide the local departments of social services with a practice model to provide concrete services to assist families in need. The implementation of this model is expected to have a strong impact on the stability and safety of the family once permanency has been achieved.

5.2 SPECIFICATIONS

- a) Participate in calls bi-monthly with Catawba County to address system's level issues for implementation.

- b) Participate in case consultation bi-monthly in person or virtually with Catawba County to review alignment of assessments, case plans and services.
- c) The supervisor will be responsible for attending a 1/2-day visit/training which will include:
 - 1. Meeting with the project director, post-care supervisor and implementation specialist
 - 2. Attending a Success Coach team staffing
 - 3. Attending a Vendor program review meeting
 - 4. Training on fidelity monitoring and coaching
 - 5. Agency readiness and selection of employees
- d) Success Coaches will attend a 3-day training regarding:
 - 1. How to integrate assessment tools to practice
 - 2. Success Coach service practice profile; principals, functions, and fidelity
 - 3. Engagement strategies and skill-building activities
 - 4. Database and documentation
- e) Participate in quarterly program review meetings (depending on scheduling, these may coincide with bi-monthly case consultation meetings)
- f) Attend trainings/consultations as required
- g) For new employees, attend quarterly training
- h) Provide the following employees to support the Success Coach Model Initiative:
 - 1. Supervisor
 - i. Work directly with Catawba County and attend meetings/trainings as scheduled to successfully implement model
 - ii. Maintain database systems, documentation, and fidelity monitoring at site
 - iii. Provide direct supervision to Success Coach Case Workers
 - 2. Success Coach Case Workers
 - i. Work directly with families to provide engagement, crisis prevention and intervention, assessment, goal planning, service coordination and collaboration, skill building and reinforcement, and advocacy to assist in successful reunification, adoption, or guardianship and provide ongoing follow-up and tracking of families.

Additionally, the following must occur:

- i) Success Coach providers will deliver services consistent with the following philosophical principles of the Success Coach model:
 - 1. Family Centered: Demonstrate respect, genuineness, and empathy for all family members, as defined by the family; meet family where they are; acknowledge family as experts on their situation and family perspective as most important; tailor services to meet the needs and goal of building family resiliency.
 - 2. Strengths Based: Help families identify what they do well, their capabilities, knowledge, skills and assets; help families enhance and build upon strengths and protective factors and accomplish goals related to child safety and wellbeing; avoid assumptions and suspend judgments.
 - 3. Wellbeing Focused: Support the families' ability to meet their own physical, emotional, educational, economic, and vocational needs; nurture a resilient environment; assist families in building a positive support network, including community and natural supports.
 - 4. Empowerment Driven: Work with, not for families; believe families have the ability to make positive change and help them build skills and confidence to become empowered; encourage natural supports as the best and first resources for families.
 - 5. Culturally Sensitive: Respect the families' belief system and culture; learn about the cultures of families we serve; be aware of own biases and prejudices about families; understand the impact our own values, culture, and education have on families served.

6. Trauma Informed: Help families understand the impact of trauma on brain development and behavior; refer families to appropriate trauma-informed therapies and services.
7. Team Oriented: Work in partnership with families and their positive support network; work in partnership with community and agency supports to provide services tailored to families' goals; work in partnership with the Success Coach/Child Wellbeing Team to grow and enhance services provided to families
8. Ethical: Be knowledgeable about and adhere to applicable state and agency regulations; demonstrate respect for boundaries of practice; work within professional code of ethics.

j) Success Coaches will provide the following core activities as they work with families to reach desired goals:

1. Engagement: Establish and sustain a genuinely supportive partnership with families while establishing and maintaining healthy boundaries, assessing the most effective manner and time to communicate with families, and maintaining contact as mutually negotiated. Engagement also includes the ability to establish and sustain professional and ethical relationships with agency and community partners.
2. Assessment: Comprehensively assess, throughout the life of the case, the family's and children's strengths, challenges, needs, protective factors, trauma history, and goals relative to parental and family functioning, resiliency, health/emotional wellbeing, safety, economic self-sufficiency, community/family connections, education, employment, and concrete needs.
3. Goal Planning: Partner with the family to develop a SUCCESS plan, building upon the family's unique strengths and protective factors and based on family's goals, needs and trauma history identified in assessment process.
4. Service Coordination and Collaboration: Provide supports and services, share information, link families to resources, and interact with and coordinate multiple agency and community services for the improved outcomes for families served and to prevent duplication of services
5. Skill Building and Reinforcement: Aid in the process of building resiliency in families by increasing their protective factors through skill building activities and reinforcement of previously learned skills. Target skills include: financial planning, social, parenting, employability, communication, resiliency building, health and wellness, and independent living skills.
6. Crisis Intervention and Management: Help families in crisis set priorities and effectively weather the crisis by providing support, education, referrals or other services. Help the family establish healthy boundaries and anticipate, plan for, and prevent crises by developing and using plans of action taking into account the family's unique culture, dynamics, trauma history and experiences. "Crisis" is defined as a crucial point in the family's life when assistance is needed; an emotionally stressful situation, traumatic event, or high tension situation that impacts the caregiver's ability to function.
7. Advocacy: provide support and encouragement to families as they build confidence and capacity to meet their own needs.

5.3 TASKS/DELIVERABLES

Vendor shall:

- a) Establish a program liaison who will be the link to NC DSS and Catawba County.
- b) Establish an implementation team to include agency leaders, supervisors, direct service staff and relevant stakeholders. Members of the implementation team will participate in calls at least once per month with the Catawba County Success Coach training team to identify and discuss system-level challenges for implementation.
- c) Purchase the following training resources that Success Coaches and Supervisors will complete before attending the Success Coach 3-day training:
 1. North Carolina Family Assessment Scale for General Services and Reunification (NCFAS G+R): Vendor will purchase the license and training to use the assessment (estimated cost: \$275.00) available here: <https://www.nfpn.org/training/ncfas-g-r-training-video/>
 2. Devereux Early Childhood Assessment (e-Deca) Annual License: Purchase an e-DECA annual license (estimated cost: \$299.95) when vendor goes live with Success Coach services, available here: <https://www.kaplanco.com/product/16701/e-deca-annual-license-fee?c=17%7CEA1000>
 3. DESSA – Devereux assessment: DESSA assesses eight social and emotional competencies and is intended to help educators plan instruction, document students' strengths and areas of need, inform progress monitoring, and evaluate program outcomes. Annual estimated cost: \$399.95. The website to purchase/renew the license is www.kaplanco.com. Product numbers are as follows:

License: 16701

Ratings: 26399

4. Casey Life Skills assessment: There is no additional cost for this tool. This assessment tool is available here: <https://www.casey.org/casey-life-skills/>
- d) Complete the *Readiness Assessment* tool to determine agency readiness for change and *Capacity Assessment* tool to determine agency's capacity to add post-care services to the child welfare continuum.
- e) Participate in a half-day on-site or virtual visit or training with the Catawba County Success Coach team to assess organizational readiness and capacity.
- f) Ensure staff have the following resources available for use:
 1. Cell phones and laptops for Success Coaches.
 2. Funding for material supports for families to use when other family and community support resources have been exhausted. (For example, material supports may include assisting a family with basic needs or bills. Material supports must be tied to a goal on the Success Plan.)
- g) Participate in the 3-day Success Coach Model training conducted by the Catawba County Success Coach team.
- h) Establish an evaluation team that will be responsible for ongoing participation in the following activities:
 1. Fidelity Case Reviews:
 - i. "Fidelity" is the degree to which a program or service is implemented "as intended" by the program developers or service providers. Aspects of fidelity include adherence, integrity, and delivery in a comparable manner, which help ensure that service delivery is consistent and produces comparable outcomes.
 - ii. Aggregate data is used to look at program fidelity and quality assurance.
 - iii. Fidelity case reviews may be completed anytime throughout a case or after closure.
 2. Data reports:
 - i. Data reports are generated for visits and case management, tracking of referrals, caseloads and uptake of the program.
 - ii. Data reports track program elements and use fidelity review data to look at program strengths and barriers.
 - iii. Data reports are provided to staff at Program Review meetings.
 3. Program Reviews: Program reviews are conducted to examine data and maintain focus on effective implementation, model fidelity, and quality service delivery/staff competency.
 - i. Program reviews are utilized to identify barriers and facilitators to implementation/service delivery.
 - ii. Program review meetings are conducted monthly.
 - iii. Once per quarter, program review meetings will be on-site and will include key outside stakeholders.
 4. Grant Reporting
 5. Collection of data and surveys for evaluation
- i) Participate in case consultation calls at least once month with the Catawba County Success Coach team to review alignment of assessments, case plans and services.

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 TECHNICAL APPROACH

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. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet twice a month 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 the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide various project status reports to the designated Contract Lead as outlined in Section 5.3 TASKS/DELIVERABLES. These reports shall include, at a minimum, information concerning work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; encountered or anticipated challenges; 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 the format required by the Purchasing Agency. 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 fourteen (14) 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.

Acceptance of Vendor's work product shall be based on the following criteria:

- a) Adherence to all deadlines outlined in 5.3 TASKS/DELIVERABLES
- b) Timely submission of the final report as outlined in 5.3 TASKS/DELIVERABLES

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 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 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.

6.8 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. Amendments to the contract can only be through the contract administrator.

6.9 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>

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****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 Form associated with this RFP, which begins on **Page 21** of this Solicitation.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors/download?attachment>

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: FEDERAL CERTIFICATIONS

Complete, sign, and return FEDERAL CERTIFICATIONS that begins on **Page 23** of this Solicitation.

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: REGION MAP

REGION MAP is located on **Page 29** of this Solicitation.

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

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ATTACHMENT A: PRICING FORM

A) Cost Table – Initial Term (Years 1-3)

Deliverable	Unit of Measure (UOM)	Quantity	Unit Cost	Annual Cost
Program Supervisor/Liaison (one per region selected)	each			
Success Coach Case Workers (total number)	each			
½ Day Readiness training	each			
3-day Success Coach Training-Region 1	each			
3-day Success Coach Training-Region 2	each			
3-day Success Coach Training-Region 3	each			
3-day Success Coach Training-Region 4	each			
3-day Success Coach Training-Region 5	each			
3-day Success Coach Training-Region 6	each			
3-day Success Coach Training-Region 7	each			
Training Resources	lot			
Materials/Equipment	lot			

B) Cost Table – Option Term 1

Deliverable	Unit of Measure (UOM)	Quantity	Unit Cost	Annual Cost
Program Supervisor/Liaison (one per region selected)	each			
Success Coach Case Workers (total number)	each			
3-day Success Coach Training-Region 1	each			
3-day Success Coach Training-Region 2	each			

3-day Success Coach Training-Region 3	each			
3-day Success Coach Training-Region 4	each			
3-day Success Coach Training-Region 5	each			
3-day Success Coach Training-Region 6	each			
3-day Success Coach Training-Region 7	each			
Training Resources	lot			
Materials/Equipment	lot			

C) Cost Table – Option Term 2

Deliverable	Unit of Measure (UOM)	Quantity	Unit Cost	Annual Cost
Program Supervisor/Liaison (one per region selected)	each			
Success Coach Case Workers (total number)	each			
3-day Success Coach Training-Region 1	each			
3-day Success Coach Training-Region 2	each			
3-day Success Coach Training-Region 3	each			
3-day Success Coach Training-Region 4	each			
3-day Success Coach Training-Region 5	each			
3-day Success Coach Training-Region 6	each			
3-day Success Coach Training-Region 7	each			
Training Resources	lot			
Materials/Equipment	lot			

ATTACHMENT E: FEDERAL CERTIFICATIONS

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying.
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
[☐] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
OR
[☐] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Contract Execution Page]

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I. Certification Regarding Nondiscrimination

Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91- 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
Address:
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are

funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

Contractor certifies that it will comply with the requirements of the Act. Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the State's Contract Administrator if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the State's Contract Administrator for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing the Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this document.

V. Certification Regarding

Lobbying Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Quote (RFQ) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

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Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____	
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) _____ Congressional District (if known) _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number (if applicable) _____		
8. Federal Action Number (if known)			9. Award Amount (if known) \$		
10. a. Name and Address of Lobbying Entity (<i>if individual, last name, first name, MI</i>): (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>)			b. Individuals Performing Services (<i>including address if different from No. 10a.</i>) (<i>last name, first name, MI</i>): (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>)		
11. Amount of Payment (<i>check all that apply</i>): \$ _____ € actual € planned			13. Type of Payment (<i>check all that apply</i>): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____		
12. Form of Payment (<i>check all that apply</i>): a. cash b. In-kind; specify: Nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>):					
15. Continuation Sheet(s) SF-LLL-A attached: <div> <div>Yes</div> <div>No</div> </div>					
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		

ATTACHMENT H: REGION MAP

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
1. Cherokee	1. Rutherford	1. Surry	1. Rowan	1. Granville	1. Columbus	1. Hartford
2. Graham	2. Cleveland	2. Stokes	2. Cabarrus	2. Vance	2. Brunswick	2. Gates
3. Clay	3. Gaston	3. Rockingham	3. Mecklenburg	3. Warren	3. New Hanover	3. Camden
4. Swain	4. Lincoln	4. Caswell	4. Stanly	4. Halifax	4. Bladen	4. Currituck
5. Macon	5. Iredell	5. Person	5. Union	5. Northampton	5. Pender	5. Pasquotank
6. Haywood	6. Alexander	6. Yadkin	6. Anson	6. Franklin	6. Cumberland	6. Perquimans
7. Jackson	7. Catawba	7. Forsyth	7. Montgomery	7. Nash	7. Sampson	7. Chowan
8. Transylvania	8. Burke	8. Guilford	8. Richmond	8. Edgecombe	8. Duplin	8. Bertie
9. Henderson	9. McDowell	9. Alamance	9. Moore	9. Wilson	9. Onslow	9. Martin
10. Buncombe	10. Wilkes	10. Orange	10. Lee	10. Pitt	10. Lenoir	10. Washington
11. Madison	11. Caldwell	11. Durham	11. Harnett	11. Wake	11. Jones	11. Tyrell
12. Yancey	12. Avery	12. Chatham	12. Hoke	12. Johnston	12. Craven	12. Dare
13. Mitchell	13. Watauga	13. Randolph	13. Scotland	13. Wayne	13. Pamlico	13. Hyde
14. Polk	14. Ashe	14. Davidson	14. Robeson	14. Green	14. Carteret	14. Beaufort
	15. Alleghany	15. Davie				



Please mark which regions

- ☐ Regions 1-7
☐ Region 1
☐ Region 2
☐ Region 3
☐ Region 4
☐ Region 5
☐ Region 6
☐ Region 7