



# **STATE OF NORTH CAROLINA**

**Southwestern Community College**

**Invitation for Bid #: 25-1-1**

**Digital Opportunity Collaborative Leadership Facilitator**

**Date of Issue: January 27, 2025**

**Bid Opening Date: February 6**

**At 10:00 AM ET**

**Direct all inquiries concerning this IFB to:**

Suzanne Vincent

Coordinator of Procurement

Email: [s\\_vincent@southwesterncc.edu](mailto:s_vincent@southwesterncc.edu)

Phone: 828-339-4464



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**25-1-1**

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For internal State agency processing, including tabulation of bids, 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 bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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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>

*Electronic responses ONLY will be accepted for this solicitation.*

<b>STATE OF NORTH CAROLINA Southwestern Community</b>	
<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> Suzanne Vincent 447 College Drive Sylva, NC 28779 <a href="mailto:s_vincent@southwesterncc.edu">s_vincent@southwesterncc.edu</a>	<b>Invitation for Bid #: 25-1-1</b>
	<b>Bids will be publicly opened: 10:00a February 6, 2025 at                  SCC Balsam Building HR Conference Room</b>
<b>Using Agency: Southwestern Community College</b>	<b>Commodity No. and Description: 861321-</b>
<b>Requisition No.: N/A</b>	<b>Training planning, facilitation and delivery services</b>

**EXECUTION**

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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 IFB, 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 IFB, 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.

Bid Number: 25-1-1 Vendor: \_\_\_\_\_

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 ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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 sixty (60) 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 IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, 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.

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of Southwestern Community College)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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*Southwestern Community College (SCC) seeks proposals for public meeting facilitation and consensus-building services. The year long project is a digital opportunity collaborative intended to “expand broadband access in Western North Carolina, ensuring equitable access for residents, especially marginalized populations, and fostering collaboration among local residents and organizations.” The Contractor will engage stakeholders with the purpose of creating a Digital Opportunity Implementation Plan based on collaboration.*

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

### 1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within 5 business days of the Effective Date. The contract term shall end after the final report is submitted. That report is due May 1, 2026.

If additional grant funding is acquired to continue the project, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to 2 additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 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.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB 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/>.

### 2.3 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB 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 during 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 bid as nonresponsive.

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	January 27, 2025
Hold Pre-Bid Meeting/Site Visit	State	N/A
Submit Written Questions	Vendor	January 30 @3p
Provide Response to Questions	State	January 31 @ 12p
Submit Bids	Vendor	February 6, 2025 @ 10a
Contract Award	State	February 14, 2025

## 2.5 BID QUESTIONS

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

Written questions shall be emailed to [s\\_vincent@southwesterncc.edu](mailto:s_vincent@southwesterncc.edu) by the date and time specified above. Vendors should enter “IFB # 25-1-1: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.6 BID 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 bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

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Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #\_\_\_ for 'name of Vendor'". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB 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 BID EVALUATION PROCESS

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## 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.

- Experience
- Ability to meet specifications, tasks, deliverables, and deadlines
- Total Cost of Service

While the intent of this IFB 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 IFB 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 bids received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids 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 is 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this IFB, 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 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

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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 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, to result in an award most advantageous to the State:

1. **EXPERIENCE:** Please provide information pertaining to your experience in the following areas:
  - Experience facilitating and leading meetings and/or workshops of both small and large groups.
  - Ability to create quality work plans and/or projects with actionable objectives that were derived from consensus among diverse stakeholders.
  - Understanding of strategies and techniques used to achieve consensus and ability to manage and resolve conflicts.
  - Proficiency in verbal and written communication, as well as electronic communication.
  - Experience working with individuals from varied backgrounds, and an understanding and respect of differences, including cultural, racial, religion, gender, age, political affiliation, individuals with disabilities, and socio-economic backgrounds.
  - Proven ability to motivate, engage, and inspire participants.
  - Educational background and or professional certification in relevant field
  - Experience working in Western North Carolina.
  - Knowledge of Digital Equity issues.
2. **ABILITY TO MEET SPECIFICATIONS, TASKS, DELIVERABLES AND DEADLINES** - as specified in Sections 5.1 and 5.2. Vendor deviations are to be provided in Section 5.3.
3. **TOTAL COST OF SERVICE** - Over the Term of the Contract, as provided in Attachment A: Pricing

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 INTERPRETATION OF TERMS AND PHRASES**

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### **4.1 PRICING**

Bid 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 include in Vendor's response.

### **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 BE SUBMITTED MONTHLY FOR SERVICES RENDERED.***

### **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 IFB 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 REFERENCES**

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

#### 4.6 BACKGROUND CHECKS

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

#### 4.7 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 bid 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.

#### 4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid 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.

#### 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

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#### Introduction

Southwestern Community College (SCC) seeks proposals for public meeting facilitation and consensus-building services. Proposals may be from consulting firms or individuals highly qualified in convening and facilitating community meetings, both in person and online platforms, as well as the ability and capacity to deliver work products within a specified timeframe. The Contractor should demonstrate an ability to engage stakeholders with the purpose of creating a community plan based on collaboration. The Contractor in this role is referred to as "Collaborative Leader".

#### Project Background

Dogwood Health Trust awarded Southwestern Community College, in Sylva, North Carolina, a grant to serve as a Hub

organization in a *digital opportunity collaborative*, per a grant agreement dated November 7, 2024. According to Dogwood Health Trust, the goal of the digital opportunity collaborative is to “expand broadband access in Western North Carolina, ensuring equitable access for residents, especially marginalized populations, and fostering collaboration among local residents and organizations.” The Collaborative Leader does not need prior knowledge of broadband internet equity issues and solutions as they will receive information and training on the subject through participation in “Learning Cohort” meetings hosted by Dogwood Health Trust and Liminal Collaboration. However, the Collaborative Leader must have an understanding that access to the internet, computer technologies, and digital literacy are necessary for education, housing, health, wellness, public safety, and other social determinants of health.

The digital opportunity collaborative will consist of a Coordinating Team of up to five organizations and community members. The Coordinating Team includes non-profits, community groups, and governmental organizations, including SCC. While the primary duty of SCC as the Hub organization is to facilitate the collaborative, the Hub and organizations within the Coordinating Team are equal partners and both are dedicated to expanding equitable broadband access.

The **Collaborative Leader’s primary role** is to guide the development of a Digital Opportunity Implementation Plan, with the aim of reducing digital inequities. The Collaborative Leader must be skilled at building trust and maintaining a cooperative atmosphere. This person will report to Southwestern Community College’s Office of Institutional Advancement.

The **Collaborative Leader** shall fulfill the following requirements:

1. Participate in half-day Learning Cohort meetings hosted by Dogwood Health Trust and Liminal Collaboration.
2. Facilitate meetings for Coordinating Team (as needed) and attend monthly Coaching calls.
3. Coordinate, convene, and facilitate three to five community meetings.
4. Deliver a Digital Opportunity Implementation Plan on time, within scope, and within budget.
5. Provide a Budget Narrative in support of the collaborative’s mission.
6. Write and Prepare grant reports (Interim, Progress, and Final) according to the reporting schedule.

## 5.1 SPECIFICATIONS

The specific items and any specifications that are required are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications
1	<p><b><u>Participate in half-day Learning Cohort Meetings hosted by Dogwood Health Trust and Liminal Collaboration.</u></b></p> <p><i>The Learning Cohort consists of members of the Coordinating Team and members of nine other collaboratives that Dogwood and Liminal Consulting have assembled throughout Western North Carolina. The Learning Cohort meetings will consist of in-person meetings and virtual meetings. The in-person meetings will take place at A-B Technical College in Asheville, and possibly other locations in Western North Carolina. Each half-day meeting will occur once a month throughout 2025 between 10:00 am and 2:00 pm.</i></p> <p><i>Led by national experts and local peers, the Learning Cohort will learn about best practices and innovative strategies to achieve digital equity. According to Dogwood, the meetings will “include comprehensive coaching, leadership development, and organizational capacity building.” While the Collaborative Leader does not need prior knowledge of broadband internet equity issues and solutions, as they will receive information and training on the subject through participation in the Learning Cohort, the Collaborative Leader must be fully engaged in each cohort session.</i></p>

	<p><i>The Collaborative Leader will also review literature provided by Dogwood Health Trust and Liminal Collaboration, as provided and in preparation of the meetings.</i></p> <p><b><u>Learning Cohort Meeting Dates: (10:00 am to 2:00 pm)</u></b>  <i>January 16, 2025 (Already held)</i>  <i>February 20, 2025 (in-person meeting) – position of Collaborative Leader may not be filled by this date</i>  <i>March 20, 2025 (virtual meeting)</i>  <i>April 17, 2025 (in-person meeting)</i>  <i>May 15, 2025 (in-person meeting)</i>  <i>June 19, 2025 (virtual meeting)</i>  <i>July 17, 2025 (virtual meeting)</i>  <i>August 21, 2025 (in-person meeting)</i>  <i>September 18, 2025 (virtual meeting)</i>  <i>October 16, 2025 (in person meeting)</i></p> <p><i>**The Collaborative Leader is responsible for their own travel expenses, including airfare and hotel, if necessary.</i></p>
2	<p><b><u>Facilitate meetings for Coordinating Team (as needed) and attend monthly Coaching calls.</u></b></p> <p><i>In the process of creating the Digital Opportunity Implementation Plan, the Collaborative Leader will meet with the Coordinating Team, as needed. The Collaborative Leader is responsible for coordinating and facilitating the meetings. It is likely that most, or all, will be virtual meetings, unless the Coordinating Team wishes to meet in-person. The meetings and discussions will be collaborative, but the Collaborative Leader shall keep the team on task and organized. In addition, the Collaborative Leader, along with the Coordinating Team members, will participate in monthly coaching calls hosted by Liminal Collaboration.</i></p>
3	<p><b><u>Coordinate, convene, and facilitate three to five community meetings.</u></b></p> <p><i>The Collaborative Leader will lead and facilitate a group decision-making process with the purpose of creating a Digital Opportunity Implementation Plan. Community members and members of the Coordinating Team will be invited to attend the meetings. The Collaborative Leader will act as a neutral convener and share power among partners in the process of creating a Digital Opportunity Implementation Plan. Dogwood Health Trust and Liminal will provide the group with existing plan(s) to review and refine, as a starting point.</i></p> <p><i>The Collaborative Leader, with the help of will SCC and the Coordinating Team, will secure a venue and technology for the three to five meetings. The Collaborative Leader orders supplies, snacks/food, and supplies for each meeting and creates agendas and other program materials, as necessary. Dogwood Health Trust and Liminal will assist the Collaborative Leader with customized marketing materials and templates.</i></p> <p><i>The Collaborative Leader shall fulfill the following requirements as part of the meeting facilitation:</i></p> <ul style="list-style-type: none"> <li>● <i>The community meetings shall take place at a date, time, and WNC location agreed upon by the Coordinating Team, but the meetings will be scheduled in 2025.</i></li> <li>● <i>Prior to each event, provide agenda and materials for each meeting.</i></li> <li>● <i>With input from the Collaborative Team, conduct outreach; to engage community members so they are encouraged to attend and participate in the meetings. Places of outreach could include, but are not limited to, senior centers, non-profit organizations, churches, community centers, schools, business centers, etc.</i></li> </ul>

	<ul style="list-style-type: none"> <li>● Disseminate information and meeting dates/times with community members.</li> <li>● Facilitate each meeting, including moderation of stakeholder discussions, mediating potential issues that could arise amongst participants, and keeping the program on schedule and on topic.</li> <li>● Provide SCC with post-meeting feedback in a written one-page summary memo, within one week following the event, including suggestions for improvements for subsequent meetings.</li> <li>● In advance of the first community meeting, provide SCC with written tips for dealing with difficult participants and logistical considerations to ensure successful meetings.</li> </ul> <p>All community meetings will take place within Western North Carolina within Jackson, Swain, Macon, and/or the Qualla Boundary.</p> <p><i>**The Collaborative Leader is responsible for their own travel expenses, including airfare and hotel, if necessary. In addition, the Collaborative leader is responsible for covering all expenses related to the community meetings, including, but not limited to, food, supplies, printing, and venue fees (if applicable).</i></p>
4	<p><b><u>Deliver a Digital Opportunity Implementation Plan on time, within scope, and within budget.</u></b></p> <p><i>The Digital Opportunity Implementation Plan is the primary deliverable for this initiative. Working alongside the Coordinating Team, the Collaborative Leader will develop and write the Digital Opportunity Implementation Plan. The plan will include implementation strategies to increase access to broadband internet and digital technologies within Western North Carolina with a focus on priority populations, including low income, aging, justice involved, veterans, individuals with disabilities, members of racial or ethnic minority groups, rural residents, and individuals with language barriers. The coordinating team, including the Hub, will have access to existing digital opportunity plans which will be reviewed and refined to create the plans for this initiative.</i></p>
5	<p><b><u>Provide a Budget Narrative in support of the collaborative’s mission.</u></b></p> <p><i>Dogwood Health Trust will provide the Coordinating Team with up to \$125,000 to fund the implementation strategies. While SCC’s Business Office and Office of Institutional Advancement will manage the funds and will disburse the mini-grants, the Collaborative Leader will work with the coordinating team to determine the desired use of funds for the implementation strategies. The Coordinating Team could decide whether to apply the entire \$125,000 to one large project or use the funds to cover the costs of several implementation strategies. The Collaborative Leader will provide SCC with a budget narrative based on the implementation strategies selected by the team.</i></p>
6	<p><b><u>Write and Prepare grant reports (Interim, Progress, and Final) according to reporting schedule.</u></b></p> <p><i>The Interim Report represents a check-in conversation initiated by Dogwood Health Trust to discuss the highlights and difficulties faced in the first few months. The Progress and the Final Reports are written reports that must detail the grant progress and include a financial report and information on the following key activities and success indicators, and progress toward other targets:</i></p> <ul style="list-style-type: none"> <li>● Convening and facilitating the digital opportunity collaborative</li> <li>● Building trust and maintaining a collaborative atmosphere</li> <li>● Handling logistics for meetings and partner communications</li> <li>● Guiding collaborative process development</li> <li>● With support of SCC’s Business office and Office of Institutional Advancement, manage mini-grants for project(s) in support of the collaborative’s mission.</li> <li>● Acting as a neutral convener and sharing power among partners</li> </ul>

	<ul style="list-style-type: none"> <li>Facilitate digital equity strategies that reduce barriers for prioritized populations and meet a charitable purpose</li> </ul> <p>SCC's Office of Institutional Advancement will review the reports written by the Collaborative Leader, provide feedback, and will submit the final reports to Dogwood Health Trust. SCC will also participate in the Interim Report check-in.</p>
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**5.2 TASKS/DELIVERABLES**

Item Number	Task or Document Type	Anticipated Total Hours	Deadlines (subject to change)
1	<p>Participate in Learning Cohort meetings</p> <p>-Participate in ½ day Learning Cohort meetings (4-hour meetings: 8 to 9 meetings total depending on what day the Collaborative Leader starts).</p> <p>-Complete training curriculum/assignments at the end of each session. (Questions or tasks are asked at the end of each Learning Cohort meeting</p>	<p>32 to 36 hours to attend meetings (Travel is not included in time estimate)</p> <p>16 to 18 hours for training assignments. (Approx. 2 hours to complete assignments for each session).</p>	<p>-1 meeting is scheduled per month in 2025.</p> <p>-Training curriculums are due before each meeting.</p>
1	<p>Review literature prepared by Dogwood Health Trust and Liminal to get understanding of the grant initiative</p>	<p>10 to 12 hours</p>	<p>Complete prior to attending the first Learning Cohort meeting</p>
2	<p>Facilitate Coordinating Team meetings; Attend Coaching calls</p> <p>Facilitate meetings for the Coordinating Team. Schedule meetings (likely virtual, unless Coordinating Team prefers to meet in-person).</p>	<p>9 to 10 hours</p> <p>Approximately 1 meeting per month and 1 hour each, until the end of 2025</p>	<p>As needed, and dates agreed with Coordinating Team</p>
2	<p>Participate in monthly Coaching Calls with Liminal. Meetings are hosted by Liminal.</p>	<p>9 hours</p> <p>Approximately 1 meeting per month, until the end of 2025</p>	<p>First Thursday of every month, 9:00 am to 10:00, as needed, starting March 6, 2025.</p>
3	<p>Coordinate, convene, and facilitate three</p> <p>-Coordinate, convene, and facilitate 3 to 5 community meetings. Also, design</p>	<p>60 to 125 hours</p>	<p>2025 Meeting dates TBD by Coordinating Team.</p>

to 5 community meetings	agenda and meeting materials, coordinate meeting venue, technology set up, supplies and order refreshments. Prepare any hand-outs or flyers for the meetings.	(20-25 hours per meeting, which includes all tasks, x 3 to 5 meetings)	
3	With input from the Collaborative Team, conduct outreach; to engage community members so they are encouraged to attend and participate in the meetings.	10 to 20 hours	Complete prior to the first community meeting.
3	Send notices to community members of meeting dates/times.	3 to 5 hours (1 hour per meeting; 3 to 5 meetings)	Send notice 2 to 4 weeks prior to each community meeting, and a reminder the day before meeting.
3	Provide written tips for dealing with difficult participants and logistical considerations to ensure successful meetings.	3 hours	Send document to SCC Office of Institutional Advancement, one week prior to the date of the first community meeting.
3	Provide feedback for each of the 3 to 5 community meetings in a written one-page summary. Include suggestions for improvements of subsequent meetings.	6 to 10 hours (2 hours x 3 to 5 meetings)	One week after each event (Send document to SCC Office of Institutional Advancement.)
4 Digital Opportunity Implementation Plan	Digital Opportunity Implementation Plan  This is the primary deliverable for this initiative. The Plan will be prepared with input from the Coordinating Team and the community. However, the Collaborative Leader has the primary role of developing and writing the Digital Opportunity Implementation Plan. Existing local and regional digital opportunity plans are provided for comparison purposes.	40 to 80 hours	Fall 2025
5 Budget narrative	Create budget narrative describing costs for	2 to 5 hours	Fall 2025

	projects or implementation strategies that emerge from community meetings.		
6 Grant reports	Interim Grant Report Check-in conversation with Grantor (not written report)	1 hour	April 30, 2025
6	Progress Grant Report	5 to 10 hours	September 1, 2025
6	Final Grant Report	15 to 20 hours	May 1, 2026

**5.3 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

**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.

<b>Contract Manager Point of Contact</b>	
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 periodically as needed 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 Management Reports to the designated Contract Lead monthly. 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 the reports in a timely manner and on a regular schedule as agreed by the parties.

## **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**

The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- Monthly payments will be made following acceptable monthly progress reports as expected based on agreement between both parties.
- Final payment will be made following the satisfactory submission of the final report.

## **6.8 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.

## **6.9 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 made through the contract administrator.

Bid Number: 25-1-1

Vendor: \_\_\_\_\_

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## 7.0 ATTACHMENTS

### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### 1. ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB in the table below:

Item No.	Task	Total Price Per Task
1	- Participate in ½ day Learning Cohort meetings and complete training assignments	
1	- Review literature from Dogwood Health Trust and Liminal	
2	- Facilitate meetings of Coordinating Team	
2	- Participate in monthly coaching calls hosted by Liminal	
3	- Facilitate three to five community meetings, including moderation of stakeholder discussions, mediating potential issues that could arise amongst participants, and keeping the program on schedule and on topic. - Design agenda materials, coordinate venues, tech set up, order needed supplies, order and supply refreshments, prepare hand-outs, as needed	
3	- Conduct community outreach	
3	- Send notices to community members of meeting dates	
3	- Provide written tips for dealing with difficult participants	
3	- Provide 1-page summary of feedback after each of the three to five community meetings	
4	- Prepare Digital Opportunity Implementation Plan	
5	- Budget Narrative	
6	- Interim Grant Report – conversation with Grantor	
6	- Progress Grant Report	
6	- Final Grant Report	
		<b>Contract Total \$</b>

#### 2. 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://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

#### 3. 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://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

Bid Number: 25-1-1

Vendor: \_\_\_\_\_

#### **4. ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

#### **5. ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>