

STATE OF NORTH CAROLINA

Department of Health and Human Services

Request for Proposal #: 30-25003-DSS-RD2

Citizen Review Panels

Date of Issue: October 23, 2024

Proposal Opening Date: December 17, 2024

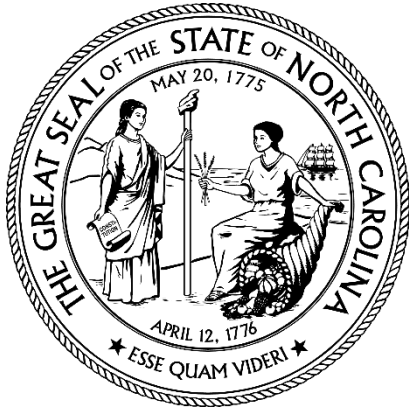
At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Chandra Banner

Contract Specialist

Email: Chandra.Banner@dhhs.nc.gov



STATE OF NORTH CAROLINA

Request for Proposal

30-25003-DSS-RD2

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

Division 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 2.4 for details.	Request for Proposal #: 30-25003-DSS-RD2
	Proposals will be publicly opened: December 17, 2024 at 2:00 PM EST
Using Agency: DSS Child Welfare	Commodity No. and Description: 931415 – Social Development and Services
Requisition No.:	

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 sixty (60) days from date of bid opening, unless otherwise stated here: 120 days. 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)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	PROPOSAL QUESTIONS	6
2.6	PROPOSAL SUBMITTAL	7
2.7	PROPOSAL CONTENTS	7
2.8	ALTERNATE PROPOSALS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	PROPOSAL EVALUATION PROCESS.....	9
3.4	EVALUATION CRITERIA	10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	11
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS	11
4.1	PRICING.....	11
4.2	INVOICES.....	11
4.3	FINANCIAL STABILITY	11
4.4	HUB PARTICIPATION	12
4.5	VENDOR EXPERIENCE.....	12
4.6	REFERENCES	12
4.7	BACKGROUND CHECKS.....	12
4.8	PERSONNEL.....	15
4.9	VENDOR’S REPRESENTATIONS	15
4.10	AGENCY INSURANCE REQUIREMENTS MODIFICATION	15
5.0	SPECIFICATIONS AND SCOPE OF WORK	15
5.1	GENERAL	15
5.2	SPECIFICATIONS.....	16

5.3	PROJECT ORGANIZATION.....	20
5.4	TECHNICAL APPROACH	20
6.0	CONTRACT ADMINISTRATION.....	20
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	20
6.2	CONTINUOUS IMPROVEMENT.....	21
6.3	PERIODIC STATUS REPORTS	21
6.4	ACCEPTANCE OF WORK.....	21
6.5	TRANSITION ASSISTANCE	22
6.6	DISPUTE RESOLUTION	22
6.7	CONTRACT CHANGES	22
6.8	ATTACHMENTS.....	22
	ATTACHMENT A: PRICING.....	23
	ATTACHMENT I: CHILD WELFARE FAMILY ADVISORY COUNCIL REQUIREMENTS.....	26

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit proposals and select qualified Vendors to provide Citizen Review Panels (CRPs) for The North Carolina Department of Health and Human Services (NC DHHS), Division of Social Services (NC DSS).

As of October 2023, new legislation (NC SL 2023-134) has altered NC DHHS's structure for Citizens Review Panel. The revised structure is to be implemented by January 2025.

Citizen Review Panels (CRPs) were developed in response to a requirement set forth in the 1996 reauthorization for the Child Abuse and Prevention Treatment Act (CAPTA), section 106 (c). The CRPs are directed to evaluate state child welfare agencies and make recommendations for improvement in child protective services. In doing so, they are to assess how well the state is coordinating adoption and foster care programs and how child fatalities are reviewed.

NC DHHS, NC DSS is the state's child welfare authority responsible for the oversight of CRPs in North Carolina. Currently, to meet federal requirements, NC DSS has designated the state's existing 101 Community Child Protection Teams (CCPTs) as CRPs. CCPTs are interdisciplinary groups of community representatives that were established in 1991 under N.C. General Statute § 7B-1406, and further formalized and expanded in 1993, to promote a community-wide approach to the problem of child abuse and neglect.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date.

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	October 23, 2024
Submit Written Questions	Vendor	November 21, 2024 by 5:00 PM EST
Provide Response to Questions	State	December 2, 2024
Submit Proposals	Vendor	December 17, 2024 by 2:00 PM EST Proposals will be opened on 12/17/2024 at 2:00 PM EST.
Contract Award	State	March 1, 2025

Vendors will be able to attend via Teams meeting at the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2VkJNTc1NTUtYmZhYS00Zjk5LTlhY2EtNWU1MzgwNjYwY2Jm%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22e9f397e8-0075-4413-a082-bf03e39e5302%22%7d

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 # 30-25003-DSS-RD2 – 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.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- l) Attachment I: Child Welfare Family Advisory Council Requirements

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 acronyms are also relevant to this RFP:

CAPTA - Child Abuse and Prevention Treatment Act

CCPTs - Community Child Protection Teams

CMARC Care Management for At-Risk Children

CRP - Citizen Review Panel

DPH - Department of Public Health

DSS – Division of Social Services

GA - General Assembly

NCDHHS - North Carolina Department of Health and Human Services

NCDSS - North Carolina Division of Social Services

OCFP - Office of Child Fatality Prevention

OCME - Office of Chief Medical Examiner

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.

All responsive bids will be reviewed, and award or awards will be based on Vendors Technical Approach, Vendor Qualifications and Expectations (including references), and price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See 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. Vendor Technical Approach (Section 5.4)
2. Vendor Experience & References (Section 4.5, 4.6)
3. Project Organization (Section 5.3)
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, 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 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State will 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 shall be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation, or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.

- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.7.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 - 1. Original unaltered criminal background check from the organization providing the background check.
 - 2. The background check provider's company name, company mailing address, and contact phone numbers.
 - 3. The full name of the individual, which matches the government issued photo ID.
 - 4. The current address of individual being checked.
 - 5. The date the criminal background check search was conducted.

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

☐ YES ☐ NO

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Citizen Review Panels (CRPs) were developed in response to a requirement set forth in the 1996 reauthorization for the Child Abuse and Prevention Treatment Act (CAPTA), section 106 (c). The CRPs are directed to evaluate state child welfare agencies and make recommendations for improvement in child protective services. In doing so, they are to assess how well the state is coordinating adoption and foster care programs and how child fatalities are reviewed.

The North Carolina Department of Health and Human Services (NC DHHS), Division of Social Services (NC DSS) is the state's child welfare authority responsible for the oversight of CRPs in North Carolina. Currently, to meet federal requirements, NC DSS has

designated the state's existing 101 Community Child Protection Teams (CCPTs) as CRPs. CCPTs are interdisciplinary groups of community representatives that were established in 1991 under N.C. General Statute § 7B-1406, and further formalized and expanded in 1993, to promote a community-wide approach to the problem of child abuse and neglect. Legislation passed in 2024 requires North Carolina to establish a minimum of 3 CRPs by January 2025 in compliance with the Child Abuse Prevention and Treatment Act (CAPTA).

5.2 SPECIFICATIONS

Overview

The contractor and its subcontractor, if any, shall furnish all the necessary services, qualified personnel, equipment, and material as needed to perform the specific requirements below.

This contract will consist of four phases: Research and Development; Membership, Recruitment, and Training; Administration, and; Data.

5.2.1. The Contractor shall perform the following tasks:

Research and Development

Task 1: The Contractor will research and provide recommendations on the structure for North Carolina's three CRPs, including: membership composition for each panel, including the number of members, disciplinary representation, and length of terms; and Area of focus for each panel based on a review of previous state Community Child Protection Teams and Child Fatality Review reports.

Task 1 Deliverable 1: Develop a report on recommendations on regional composition, membership, and topic areas for each panel; including a literature review, resources, contacts sought out, methodologies used, and rationale (Due 3 months after start of contract).

Task 1 Deliverable 2: Coordinate and present report to NC DSS (1 month after report developed).

Task 1 Deliverable 3: Review, Feedback, and Approval Stage (1 month after presentation to NC DSS).

Task 1 Deliverable 4: Final Report for Implementation (Due NLT 5 months after start of the contract).

Membership, Recruitment, and Training

Task 2: Recruit Panel Members from a variety of disciplines, including an individual with Lived Experience and reimbursement for their participation. The panels shall consist of volunteer members who broadly represent the community in which the panel is established, including members who have expertise in the prevention and treatment of child abuse and neglect, and may include adult former victims of child abuse or neglect.

Task 2 Deliverable: Submit membership list for each panel (Quarterly after Research and Development stage is complete).

Task 3: Develop mandatory orientation and training for all CRP members and chairpersons which includes roles, expectations, and responsibilities of CRP Members, review of the current State CAPTA Plan, NC GS §§ 108A-15.20 Citizen Review Panels and the federal Child Abuse Prevention and Treatment Act, confidentiality, and data review methodologies.

Task 3 Deliverable: Develop a training curriculum for all members and submit for review/approval (2 months after start of contract).

Task 4: Provide and/or coordinate In-Service training to all CRPs based on identified needs and interest areas of the CRPs and DSS.

Task 4 Deliverable: Provide and/or coordinate In-Service trainings 2 per state fiscal year).

Task 5: Develop Bylaws, Code of Conduct and Confidentiality Agreements. The Contractor must evaluate group functioning on a regular basis that includes a process to add or remove group members as needed to ensure they are meeting the requirements of a CRP (specifically focus on confidentiality and members conduct supporting the goal of the CRP).

Task 5 Deliverable: Submit Bylaws, Code of Conduct and Confidentiality Agreements for review and approval (3 Months after start of contract).

Task 6: Provide ongoing training and support (upon request) to family partners following the Child Welfare Family Advisory Council Requirements outlined in **ATTACHMENT I: CHILD WELFARE FAMILY ADVISORY COUNCIL REQUIREMENTS**.

Task 6 Deliverable: Ongoing training and support to family partners (Bi-Annually, Not to Exceed 2 trainings).

Administration

Task 7: Develop an administrative overview of how the Provider will support the function of the panels.

Task 7 Deliverable: Provide administrative plan for Panels for review and approval (three months after the start of the contract)

Task 8: Train and facilitate each panel to conduct public outreach and solicit comments to assess the impact of current child protective service procedures and practices upon children and families in the community.

Task 9: Consolidate information from each panel and write an annual report with recommendations to the State as defined in CAPTA §5106a.(c)(6).

Task 9 Deliverable: Provide annual recommendation report (Within one (1) State Fiscal Year after the completion of Research and Development; three (3) total).

Task 10: Schedule meetings at least quarterly for each panel, set agendas, communicate to members, and solicit information on behalf of the panels, maintain membership standards in accordance with Applicable Standards and General Requirements in this scope of work. CRPs may meet in-person or on a secure virtual platform.

Task 10 Deliverable: Schedule quarterly meeting for each panel and provide quarterly reports on memberships.

Task 11: Track meeting notes and distribute them to CRP members and NC DSS liaison.

Task 12: Ensure Confidentiality Agreements are signed by all attendees for each meeting of the CRPs.

Task 13: Develop a process for receiving recommendations on active CPS cases reviewed by the Local Teams.

Task 14: Develop MOUs for data sharing (DPH, OCME, OCFP, CMARC and County Child Welfare Agencies).

Task 14 Deliverable: Develop and coordination of MOUs for data sharing (Due One (1) month after completion of Research and Development).

Task 15: Maintain records, documents, and other pertinent information through the length of the contract.

Data

Task 16: Maintain ongoing communication with NC DHHS liaison, OCFP liaison and County Directors (for case specific review), Office of Chief Medical Examiner, and Local Teams

Task 17: Track and aggregate data on meeting attendance, training participation, and technical assistance provided to inform the "Membership, Recruitment, and Training" section of this scope of work.

Task 18: Provide quarterly reports of aggregate data and communications to NC DSS.

Task 18 Deliverable: Quarterly reports (Quarterly after Research and Development is complete).

5.2.2. Applicable Standards and General Requirements

5.2.2.1. 42 U.S.C. United States Code, 2017 Edition Title 42 - THE PUBLIC HEALTH AND WELFARE CHAPTER 67 - CHILD ABUSE PREVENTION AND TREATMENT AND ADOPTION REFORM (<https://www.govinfo.gov/content/pkg/USCODE-2017-title42/html/USCODE-2017-title42-chap67.htm>)

(c) Citizen review panels

(1) Establishment

(A) In general

Except as provided in subparagraph (B), each State to which a grant is made under this section shall establish not less than 3 citizen review panels.

(B) Exceptions

(i) Establishment of panels by States receiving minimum allotment

A State that receives the minimum allotment of \$175,000 under section 5116b(b)(1)(A) of this title for a fiscal year shall establish not less than 1 citizen review panel.

(ii) Designation of existing entities

A State may designate as panels for purposes of this subsection one or more existing entities established under State or Federal law, such as child fatality panels or foster care review panels, if such entities have the capacity to satisfy the requirements of paragraph (4) and the State ensures that such entities will satisfy such requirements.

(2) Membership

Each panel established pursuant to paragraph (1) shall be composed of volunteer members who are broadly representative of the community in which such panel is established, including members who have expertise in the prevention and treatment of child abuse and neglect, and may include adult former victims of child abuse or neglect.

(3) Meetings

Each panel established pursuant to paragraph (1) shall meet not less than once every 3 months.

(4) Functions

(A) In general

Each panel established pursuant to paragraph (1) shall, by examining the policies, procedures, and practices of State and local agencies and where appropriate, specific cases, evaluate the extent to which State and local child protection system agencies are effectively discharging their child protection responsibilities in accordance with—

(i) the State plan under subsection (b);

(ii) the child protection standards set forth in subsection (b); and

(iii) any other criteria that the panel considers important to ensure the protection of children, including—

(I) a review of the extent to which the State and local child protective services system is coordinated with the foster care and adoption programs established under part E of title IV of the Social Security Act (42 U.S.C. 670 et seq.); and

(II) a review of child fatalities and near fatalities (as defined in subsection (b)(4)).

(B) Confidentiality

(i) In general

The members and staff of a panel established under paragraph (1)—

(I) shall not disclose to any person or government official any identifying information about any specific child protection case with respect to which the panel is provided information; and

(II) shall not make public other information unless authorized by State statute.

(ii) Civil sanctions

Each State that establishes a panel pursuant to paragraph (1) shall establish civil sanctions for a violation of clause (i).

(C) Public outreach

Each panel shall provide for public outreach and comment to assess the impact of current procedures and practices upon children and families in the community and in order to meet its obligations under subparagraph (A).

(5) State assistance

Each State that establishes a panel pursuant to paragraph (1)—

(A) shall provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions under paragraph (4); and

(B) shall provide the panel, upon its request, staff assistance for the performance of the duties of the panel.

(6) Reports

Each panel established under paragraph (1) shall prepare and make available to the State and the public, on an annual basis, a report containing a summary of the activities of the panel and recommendations to improve the child protection services system at the State and local levels. Not later than 6 months after the date on which a report is submitted by the panel to the State, the appropriate State agency shall submit a written response to State and local child protection systems and the citizen review panel that describes whether or how the State will incorporate the recommendations of such panel (where appropriate) to make measurable progress in improving the State and local child protective system.

5.2.2.2. NC GS §§ 108A-15.20 Citizen Review Panels

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_108A/GS_108A-15.20.pdf

The Department of Health and Human Services, Division of Social Services, shall ensure the existence of, at a minimum, three citizen review panels (panels) pursuant to the following requirements set forth in the federal Child Abuse Prevention and Treatment Act (CAPTA):

- The panels shall be operated and managed by a qualified organization that is independent from any State or county department of social services.
- The Division of Social Services shall assist any organization managing a panel by providing information, reports, and support the panel's needs in carrying out its duties pursuant to this section.
- Panels shall consist of volunteer members who broadly represent the community in which the panel is established, including members who have expertise in the prevention and treatment of child abuse and neglect, and should include adult former victims of child abuse or neglect.
- Each panel shall evaluate the extent to which the State is fulfilling its child protection responsibilities in accordance with the Child Abuse Prevention and Treatment Act State Plan by examining the policies, procedures, and practices of State and local child protection agencies, and, when appropriate, reviewing specific cases. A panel may examine any other criteria its members consider important to ensure the protection of children. Potential examples include:

1. The extent to which the State and local child protective services system is coordinated with the Title IV-E foster care and adoption assistance programs of the Social Security Act.

2. A review of child fatalities. A panel choosing to examine child fatalities may utilize information and reports about reviews of child fatalities that take place pursuant to Article 14 of Chapter 7B of the General Statutes. The State Office of Child Fatality

Prevention or Local Teams are described under G.S. 143B-150.25. They shall provide to the panel aggregate information about child death reviews or information about individual case reviews or information about individual case reviews, as requested.

3. A review of near fatalities in NC. A "near fatality" is defined as an act that, as certified by a physician, places the child in a serious or critical condition.

4. A panel choosing to examine specific child protective services cases may do so based on a request for review of a case from a director of a county department of social services

5. Panels shall have access to information maintained by any State or local government entity where the panel has a need for the information to carry out its functions pursuant to this section

6. Panel members shall not disclose to any person or government official any identifying information about any specific child protection case in which the panel is provided information and shall not make public other information unless otherwise authorized by law. Panel members will be required to sign confidentiality agreements.

7. Panels shall provide for public outreach and comment to assess the impact of current procedures and practices on children and families.

8. Panels shall prepare and make available to the State and the public an annual report containing a summary of the activities of the panels and recommendations to improve the child protection services system at the State and local levels. The report shall not contain any identifying information about any specific child protection case.

9. No later than six months after the date the panels submit the report, the Division of Social Services shall submit a written response to State and local child protection systems and the citizen review panels that describes whether or how the State will incorporate the recommendations of the panels, when appropriate, to make measurable progress in improving the State and local child protection system.

5.3 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.

5.4 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.

DHHS Contract Manager: Kathy Stone, 919.527.7268 (office), 919.817.5153 (mobile)

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.

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

6.2 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.

6.3 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.

6.4 ACCEPTANCE OF WORK

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

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

1. Adherence to all deadlines outlined in 5.2 SPECIFICATIONS.
2. Timely submission of the final report as outlined in 5.2 SPECIFICATIONS.

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

specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

The 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.

6.6 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.

6.7 CONTRACT CHANGES

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

6.8 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>

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENT A: PRICING**Year 1**

Task/Deliverable	Unit of Measure	Quantity	Unit Cost	Total Cost
Research and Development				
Task 1 Deliverable 1: Report on recommendations on regional composition for each panel (Due 3 months after start of contract).	1	each	\$	\$
Task 1 Deliverable 2: Coordinate and present report to NC DSS (Due 1 month after report developed).	1	each	\$	\$
Task 1 Deliverable 3: Review, Feedback, and Approval Stage (1 month after presentation to NC DSS).	1	each	\$	\$
Task 1 Deliverable 4: Final Report for Implementation (Due NLT 5 months after start of the contract).	1	each	\$	\$
Task 2: Membership list for each panel (Provide to DSS Quarterly after Research and Development stage is complete).				
Task 2 – Quarter 1 Membership list for each panel	1	each	\$	\$
Task 2 – Quarter 2 Membership list for each panel	1	each	\$	\$
Task 2 – Quarter 3 Membership list for each panel	1	each	\$	\$
Task 3: Training Curriculum (2 months after start of contract).	1	each	\$	\$
Task 4: Provide and/or coordinate In-Service trainings to all CRPs based on identified needs and interest areas (Not to Exceed 2 per state fiscal year)				
Task 4 – Training 1 Provide and/or coordinate In-Service trainings to all CRPs based on identified needs and interest areas	1	each	\$	\$
Task 4 – Training 2 Provide and/or coordinate In-Service trainings to all CRPs based on identified needs and interest areas	1	each	\$	\$
Task 5: Submit Bylaws, Code of Conduct and Confidentiality Agreements for review and approval (3 Months after start of contract).	1	each	\$	\$
Task 6: Ongoing training and support to Family Partners (Bi-annually Not to Exceed 2 trainings)				
Task 6 – Training 1 Ongoing training and support to Family Partners	1	each	\$	\$
Task 6 – Training 2 Ongoing training and support to Family Partners	1	each	\$	\$

Task/Deliverable	Unit of Measure	Quantity	Unit Cost	Total Cost
Administration				
Task 7: Administrative plan for Panels for review and approval (three months after the start of the contract).	1	each	\$	\$
Task 9: Provide annual recommendation report (Within one (1) State Fiscal Year after completion of Research and Development).	1	each	\$	\$
Task 10: Schedule quarterly meeting for each panel and provide quarterly reports on memberships.				
Task 10 - Quarter 1	1	each	\$	\$
Task 10 - Quarter 2	1	each	\$	\$
Task 10 - Quarter 3	1	each	\$	\$
Task 10 - Quarter 4	1	each	\$	\$
Task 14: Develop and coordination of MOUs for data sharing (Due One (1) month after completion of Research and Development).	1	each	\$	\$
Data				
Task 18: Reports of aggregate data and communications to NC DSS (Quarterly after Research and Development is complete).				
Task 18 – Quarter 1	1	each	\$	\$
Task 18 – Quarter 2	1	each	\$	\$
Task 18 – Quarter 3	1	each	\$	\$
			TOTAL	\$

Year 2

Task/Deliverable	Unit of Measure	Quantity	Unit Cost	Total Cost
Administration				
Task 7: Administrative plan for Panels for review and approval (three months after the start of the Year 2).	1	each	\$	\$
Task 9: Provide annual report with recommendations to the State.	1	each	\$	\$
Task 10: Schedule quarterly meeting for each panel and provide quarterly reports on memberships.				
Task 10 - Quarter 1	1	each	\$	\$
Task 10 - Quarter 2	1	each	\$	\$
Task 10 - Quarter 3	1	each	\$	\$
Task 10 - Quarter 4	1	each	\$	\$

Task/Deliverable	Unit of Measure	Quantity	Unit Cost	Total Cost
Data				
Task 18: Quarterly reports of aggregate data and communications to NC DSS				
Task 18 – Quarter 1	1	each	\$	\$
Task 18 – Quarter 2	1	each	\$	\$
Task 18 – Quarter 3	1	each	\$	\$
Task 18 – Quarter 4	1	each	\$	\$
			TOTAL	\$

Year 3

Task/Deliverable	Unit of Measure	Quantity	Unit Cost	Total Cost
Administration				
Task 7: Administrative plan for Panels for review and approval (three months after the start of the Year 2).	1	each	\$	\$
Task 9: Provide annual report with recommendations to the State.	1	each	\$	\$
Task 10: Schedule quarterly meeting for each panel and provide quarterly reports on memberships.				
Task 10 - Quarter 1	1	each	\$	\$
Task 10 - Quarter 2	1	each	\$	\$
Task 10 - Quarter 3	1	each	\$	\$
Task 10 - Quarter 4	1	each	\$	\$
Data				
Task 18: Quarterly reports of aggregate data and communications to NC DSS				
Task 18 – Quarter 1	1	each	\$	\$
Task 18 – Quarter 2	1	each	\$	\$
Task 18 – Quarter 3	1	each	\$	\$
Task 18 – Quarter 4	1	each	\$	\$
			TOTAL	\$

GRAND TOTAL**\$**

ATTACHMENT I: CHILD WELFARE FAMILY ADVISORY COUNCIL REQUIREMENTS

1. Coordinate meeting logistics, plan content, facilitate, and take notes for the Child Welfare Family Advisory Council's (CWFAC) two monthly meetings (1 hr Lunch and Learn and 4 hr CWFAC Meeting 10x/year and two 6hr in-person meetings). Provide honoraria for Family Partner participation.
 - *Deliverable = Meeting Agendas and Recordings; Description / List of Meetings in Annual Report*
2. Develop and offer Family Partners professional development opportunities to enhance their knowledge and skills to provide meaningful, authentic feedback on the NC child welfare system through ongoing training, technical assistance, and coaching. Provide honoraria for Family Partner participation.
 - *Deliverable = Description / List of Professional Development Opportunities in Annual Report (e.g. FACTT Meetings; Presentation Support; Activities within CWFAC Meetings)*
3. Update and conduct an evaluation for the Family Leadership Model and provide an annual evaluation report two evaluation presentations to Family Partners and state partners.
 - *Deliverable = 2 evaluation presentations*
4. Conduct ongoing recruitment activities to maintain 12 Family Partners members on the CWFAC, including peer consultation, orientation, and peer mentoring. Provide honoraria for Family Partner participation.
 - *Deliverable = Description / List of Recruitment Activities in Annual Report*
5. Facilitate and support CWFAC members' participation in state-level committees, events, and activities such as Design Teams and Joint Planning. This may include preparation and debrief sessions. Provide honoraria for Family Partner participation.
 - *Deliverable = Description of CFACE Activities to support Family Partners' participation in Annual Report (e.g. connecting with meeting facilitator; preparation, debrief meetings, support during meetings)*
6. Promote the Family Leadership Model by presenting at three national, state, and local conferences and/or meetings and developing six print and/or online materials, such as brochures, executive summary, handouts, topic briefs, infographics, articles, and social media posts. Include Family Partners in the development and presentation of these materials. Provide honoraria for Family Partner participation.
 - *Deliverable = Three PPT Presentations and Six Promotional Print or Online Materials*

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