STATE OF NORTH CAROLINA

Department of Commerce

Request for Proposal #: 43-1259-20

Offshore Wind (OSW) Supply Chain & Infrastructure Assessments

Date of Issue: May 15, 2020

Proposal Opening Date: June 15, 2020
At 2:00PM, ET

Direct all inquiries concerning this RFP to:

Linda Peedin
Purchasing Agent II
Email: linda.peedin@nccommerce.com
STATE OF NORTH CAROLINA

Request for Proposal #

43-1259-20

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security 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 is to be filled out and returned with your proposal. Failure to do so may subject your proposal to rejection.

ID Number:

____________________________________________________

Federal ID Number or Social Security Number

____________________________________________________

Consultant Name

Electronic responses ONLY will be accepted for this solicitation.
Refer ALL Inquiries regarding this RFP to:
Linda Peedin
Purchasing Agent II
linda.peedin@nccommerce.com

Request for Proposal # 43-1259-20
Proposals will be publicly opened: June 15, 2020 at 2:00 PM, ET

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<th>Using Agency: Office of Science, Technology &amp; Innovation</th>
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<td>Commodity No. and Description: 918-37 Economy Consulting (Offshore Wind Energy)</td>
<td>Requisition No.: None</td>
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**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Consultant 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 Consultant certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Consultant as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Consultant'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 Consultant certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

| COMPLETE/FORMAL NAME OF CONSULTANT: |
| 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 CONSULTANTS ITEM #12): |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF CONSULTANT: | FAX NUMBER: |
| CONSULTANT’S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |

*If submitting an electronic response Consultant has two options: 1) Consultant may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Consultant may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal

Offer valid for at least 180 days from date of proposal opening, unless otherwise stated here: _______ days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Commerce shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Consultant proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Consultant(s).

| FOR STATE USE ONLY: Offer accepted and Contract awarded this _______ day of ______________________, 2020, as indicated on the attached certification, by _______________________________ (Authorized Representative of the North Carolina Department of Commerce) |
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1.0 PURPOSE AND BACKGROUND

This Request for Proposals (RFP) seeks expertise in offshore wind (OSW) development, particularly as it relates to the industry supply chain, build-out of the various supply chain sectors, port and other infrastructure requirements and recommended upgrades, and long-term service needs. The work product that the successful Consultant produces in accordance with the RFP will inform OSW development firms, state and local decision-makers, and North Carolina industry. The objective is to determine how North Carolina can successfully position itself to compete in OSW, as well as pinpoint our state’s advantages to attract and develop key OSW industry segments such as blades, towers, wind turbines (nacelles), substation manufacturing and related equipment manufacturing, as well as project management and development, and construction staging.

The intent of the OSW supply chain and infrastructure assessments, the focus of this RFP, is to identify and better understand the nature of the existing businesses and organizations that can support the growing OSW industry. The assessments will signal to OSW developers and OEMs North Carolina’s commitment to this significant and growing industry. They will also identify strengths, gaps, and opportunities that the state can address and pursue to maximize the potential of OSW for the state—both the commercial OSW development planned off its coast and the OSW pipeline enabled by development off other areas of the Atlantic coast. See Attachment G for supplemental background information regarding North Carolina’s interest in OSW.

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

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina’s Statewide E-Procurement Services. It is the Consultant’s responsibility to read these terms and conditions carefully and to consider them in preparing its proposal. By execution of this RFP, Consultant agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 NOTICE TO CONSULTANTS REGARDING RFP TERMS AND CONDITIONS

It shall be the Consultant’s responsibility to read the Instructions, the State’s 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. Consultants also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Consultants have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Consultant’s proposal. This applies to any language appearing in or attached to the document as part of the Consultant’s proposal that purports to vary any terms and conditions or Consultants’ instructions herein or to render the proposal non-binding or subject to further negotiation. Consultant’s proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Consultant agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently,
shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Consultant’s proposal as nonresponsive.

By executing and submitting its proposal in response to this RFP, Consultant understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Consultant(s) may request and may accept Consultant’s proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Consultant’s offer, at the State’s election.

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.

<table>
<thead>
<tr>
<th>Event</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>State</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Consultant</td>
<td>May 26, 2020 by 5:00 PM, ET</td>
</tr>
<tr>
<td>Provide Response to Questions</td>
<td>State</td>
<td>May 28, 2020</td>
</tr>
<tr>
<td>Submit Proposals</td>
<td>Consultant</td>
<td>June 15, 2020 by 2:00PM, ET</td>
</tr>
<tr>
<td>Contract Award</td>
<td>State</td>
<td>TBD</td>
</tr>
</tbody>
</table>

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Consultants may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Consultants shall submit any such questions by the above due date.

Written questions shall be emailed to linda.peedin@nccommerce.com by the date and time specified above. Consultants should enter “RFP 43-1259-20 Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Consultant Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Section, Page Number</td>
<td>Consultant question ...?</td>
</tr>
</tbody>
</table>

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 Interactive Purchasing System (IPS), http://www.ips.state.nc.us, 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. Consultants shall rely only on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Consultant shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Consultant’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.
If applicable to this RFP and using NC BIDS, all proposal responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the NC BIDS for Consultants page includes online training videos and a link to NC BIDS FAQs for Consultants.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Consultant’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Consultants proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Consultants shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Consultant’s offer, at the State’s election.

### 2.7 PROPOSAL CONTENTS

Consultants shall populate all attachments of this RFP that require the Consultant to provide information and include an authorized signature where requested. Consultant RFP responses shall include the following items and those attachments should be arranged in the following order:

**Clarity of Proposal**

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content (no more than twenty-five (25) single-spaced, double-sided pages for Section 4.5 & 5.2).

a) Cover Letter
b) Title Page: Include the company name, address, and authorized representative (contact person), phone and email address for the contact person, along with the Proposal Number.
c) One-Page executive summary
d) Section 4.5 Consultant Experience and Qualifications
e) Section 5.2 Project Scope and Management Plan: Tasks/Deliverables
f) Complete Section 4.6 Vendor References
g) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
h) Completed version of ATTACHMENT A: PRICING
i) ATTACHMENT B: INSTRUCTIONS TO CONSULTANTS
j) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
k) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY CONSULTANT
l) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
m) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL CONSULTANT INFORMATION

### 2.8 ALTERNATE PROPOSALS

Consultant may submit alternate proposals for 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. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal RFP 43-1259-20 for “name of Consultant”. Each proposal must be for a specific set of Services and must include specific pricing. If a Consultant chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.
2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **BAFO**: Best and Final Offer, submitted by a Consultant to alter its initial offer, made in response to a request by the issuing agency.

b) **BUYER**: The employee of the State or Other Eligible Entity that places an order with the Consultant.

c) **CONTRACT LEAD**: Representative of the NC Department of Commerce, Office of Science, Technology & Innovation who corresponds with potential Consultants in order to identify and contract with that Consultant providing the greatest benefit to the State and who will administer this contract for the State.

d) **E-PROCUREMENT SERVICE(S)**: The program, system, and associated Services through which the State conducts electronic procurement.

e) **NC BIDS**: The North Carolina Business Invitation Delivery System provides Consultants the opportunity to submit bid responses electronically.

f) **OSTI**: Office of Science, Technology & Innovation

g) **QUALIFIED PROPOSAL**: A responsive proposal submitted by a responsible Consultant.

h) **RFP**: Request for Proposal

i) **SERVICES or SERVICE DELIVERABLES**: The tasks and duties undertaken by the Consultant to fulfill the requirements and specifications of this solicitation.

j) **STATE**: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

k) **STATE AGENCY**: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

l) **CONSULTANT**: Vendor, applicant, Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Consultants shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Consultant(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to single Consultant, the State reserves the right to make separate awards to different Consultants 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 status of a Consultant’s E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Consultant with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State’s discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Consultant submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Consultant’s proposal or qualifications, the contents of another Consultant’s proposal, another Consultant’s qualifications or ability to
perform the 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 and/or the award of the contract. A Consultant not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Consultant’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Consultant responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

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

Proposals will be received from each responsive Consultant according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Consultant and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Consultant’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Consultants for clarification or to amplify the materials presented in any part of the proposal. Consultants 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 Consultant.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Consultant and its staff, demonstrated understanding of the concepts and motivators underlying this project, responsiveness and demonstration of a clear understanding of the proposal to the scope of services, clear strategy for undertaking activities that build upon lessons learned from similar efforts and builds upon the knowledge base that already exists, extent to which the proposed schedule, milestones, and deliverables are appropriate and achievable and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Consultants 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.

The State reserves the right to reject all original offers and request one or more of the Consultants submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the RFP have been evaluated.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Consultant 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.
3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made considering the following criteria, to result in an award most advantageous to the State:

I. Project Scope and Management Plan: Tasks/Deliverables – Section 5.2
II. Consultant Experience and Qualifications – Section 4.5
III. Budget Narrative/Price – Attachment A: Pricing

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Consultant shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY CONSULTANT. 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 Consultant
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 Request for Proposal serves two functions: (1) to advise potential Consultants of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Consultants have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Consultant from consideration. However, failure to comply with any single requirement may result in the Department 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 Consultant 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 Consultant 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 Consultant is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of nine (9) months, beginning on the date of contract award (the “Effective Date”). The Buyer prefers that the Consultant complete the work by December 31, 2020. The Consultant shall begin work under the Contract within fourteen (14) business days of the Effective Date.

4.2 PRICING

Proposal price shall constitute the total cost to State for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Consultant shall
not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 INVOICES

a) The Consultant must submit an initial invoice within fifteen (15) calendar days following the end of the initial ninety (90)-day period after the project contract Effective Date. The Consultant must submit the final invoice within fifteen (15) calendar days following the Buyer’s acceptance and approval of the project final report.

b) Invoices must be submitted to the Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format and must include an accurate description of the work for which the invoice is being submitted.

c) Invoices must bear the correct purchase order number to ensure prompt payment. The Consultant’s failure to include the correct purchase order number may cause delay in payment.

4.4 FINANCIAL STABILITY

Each Consultant shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Consultant that is financially unstable. From the date of the Certification to the expiration of the Contract, the Consultant 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.

4.5 CONSULTANT EXPERIENCE AND QUALIFICATIONS

In its Proposal, Consultant shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina.

Consultant 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.

Consultant shall demonstrate its team’s experience and expertise using the tasks outlined in this RFP and familiarity with North Carolina.

Consultant shall demonstrate its team’s ability to deliver high quality work for relevant projects of similar complexity in the area(s) of the requested services herein.

Consultant shall demonstrate Quality of the team’s performance on similar past assignments and/or their achievements related the work proposed for the requested services herein.

4.6 REFERENCES

Consultants shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Consultant’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

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4.7 PERSONNEL
Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Consultant shall notify the Contract Lead of any desired substitution, including the name(s) and references of Consultant’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 CONSULTANT’S REPRESENTATIONS
a) Consultant 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. Consultant agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Consultant 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 Consultants or subcontractors of Consultant may appear for purposes of convenience in Contract documents; and shall not limit Consultant’s obligations hereunder. Consultant will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Consultant’s proper performance, provision and delivery of the service and deliverables under this 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, Consultant will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Consultant to provide and deliver the Services and Deliverables.

Consultant warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Consultant has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Consultant 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.

4.9 OWNERSHIP OF MATERIALS
Ownership of all data, materials, and documentation originated and prepared for pursuant to the RFP shall belong exclusively to the State of North Carolina and be subject to public inspection in accordance with the North Carolina Public Records Act.
4.10 FINAL REPORT/OVERVIEW/FINDINGS/RECOMMENDATIONS

The awarded Consultant shall develop a high-quality, professionally-formatted final report with appropriate graphics (charts, graphs, tables, maps, diagrams, images, icons, etc.) that convey its information effectively, efficiently, and concisely in a manner that can be understood by multiple audiences. The final report will be publicly available online and should position North Carolina to leverage maximum benefit from the emerging OSW supply and maintenance opportunity, with the goal of advancing the development of OSW in North Carolina. While the final report is the most important deliverable for this project, the Consultant will also develop a PowerPoint presentation summarizing the final report that, in addition to the final report, can be presented to and shared with policy makers, local governments, businesses, economic developers, and other stakeholders.
5.0 SCOPE OF WORK

The Consultant will develop a final report, which may include appendixes or supplemental materials, that provides an analysis of North Carolina’s current OSW infrastructure and assets, identifies how to leverage North Carolina’s advantages, and provides recommendations, including executive actions, regulatory changes, and statutory changes, to alleviate barriers. The Consultant will also develop a PowerPoint presentation summarizing the final report.

It is preferred that this North Carolina-focused analysis build on or be aligned with similar analyses conducted by other states in the region to promote the concept of a regional supply chain. Pursuing a collaborative multistate approach will provide North Carolina with greater opportunities to participate in the OSW supply chain. The promise of a multi-state collaboration, combined with logistics capabilities and assets, can attract anchor tenants that supply greater diversity and grow more economic benefits.

The final documents will serve as a resource to connect industry prospects with North Carolina’s OSW-related industry and assets; provide a summary of North Carolina’s unique advantages; communicate OSW-related development and business incentive efforts underway; educate state and local economic development and energy policy leaders; and identify competitive gaps and make recommendations for state and local action to address those gaps.

5.1 GENERAL

OSW energy development is a key priority for North Carolina. As a long-proven and significant source of energy in Europe, particularly the United Kingdom, OSW provides an opportunity for tens of millions of dollars in economic development and thousands of new jobs in eastern North Carolina, as well a significant increase in renewable energy generation for the state.

5.1.1 PROJECT SCOPE AND MANAGEMENT PLAN: TASKS/DELIVERABLES

In its Proposals the Consultant shall address & demonstrates its approach to accomplishing each of the following required tasks in Section 5.2 as outlined and in the order below.

Proposers must describe how the proposed work will achieve the objectives and major tasks in both a general Project Outline and a specific Project Management Plan.

Proposers should segment the proposed project into a plan that is composed of multiple distinct deliverables, each of which may include multiple distinct tasks and sub-tasks. The major deliverables, to the extent possible, should be stand-alone. This means that the completed deliverable can be provided to North Carolina and have independent value in helping to achieve the state’s objectives described in this RFP, even if the proposer cannot complete one or more other deliverables that are scheduled later in the project plan.

5.2 TASKS/DELIVERABLES

Task Summary

1. Building Partnerships Analysis and Tools
2. Opportunity Analysis
3. Gap Analysis
4. Ports and other Transportation Infrastructure Assessment
5. Budget Narrative

5.2.1 BUILDING A PARTNERSHIPS ANALYSIS AND TOOLKIT

Develop an electronic toolkit and provide in the final report a summary of supply chain candidate businesses with contacts, descriptions of assets, and potential. The electronic toolkit will serve as the primary tool to connect supply chain partner prospects with local industry, while the summary document will provide high-level information on the status of industry resources. The Contractor should also develop programming to assist in educating the relevant local industries and help secure local asset holder interest.

The ability to build partnerships and utilize local assets will be a primary driver in the OSW industry’s decision-making process. The tasks associated with this RFP are designed to educate asset holders and industry prospects about
existing and potential supply chain candidate businesses, assets, and workforce. As the Contractor develops an analysis of these assets, Commerce, with assistance from the Economic Development Partnership of North Carolina (EDPNC), will serve as a resource to the Contractor in collecting contact information, scheduling site visits, and serving as a point-of-contact for follow up or questions. The Contractor should also integrate this work with and/or build upon the Navigator™ tool developed by the North Carolina Business Committee for Education.

Tasks to deliver desired results should include, but not necessarily be limited to, the following:

- Develop and provide an outreach information packet for local OSW-related businesses. The packet will inform business owners on East Coast OSW build-out scenarios, including the potential of the North Carolina coastline.
- Provide a questionnaire to collect information from interested parties that may want to serve, support, or participate in the OSW supply chain.
- Develop and populate an electronic toolkit, which Commerce or the EDPNC will maintain on an ongoing basis, providing pertinent site information, contact information, and the results of site host interviews and questionnaire responses.
- Characterize the volume and transition of major Tier 1 components (i.e. foundation substructures, offshore substation, export cables, array cables, and turbine-tower kit) required to supply development needs.
- Characterize the long-term service industry potential and how it may relate to North Carolina-based maritime businesses.
- Provide an overall summary in the final report of existing assets and business potential based on findings.

5.2.2 OPPORTUNITY ANALYSIS

Analyze and detail North Carolina distinct advantages, identify any significant opportunities, and develop and populate an OSW opportunity register. The Contractor will provide a brief narrative on each topic that articulates the advantage that is specific to North Carolina and recommends actions and strategies to leverage and improve upon strengths and advantages. The Contractor will include all of this information and analysis in the final report.

North Carolina’s region offers a number of unique competitive advantages over other OSW business locations on the East Coast. Building on promotional information provided by Commerce and the EDPNC, the Contractor will develop and populate an opportunity analysis of North Carolina’s existing advantages that will assist OSW supply chain companies and decision makers in their due diligence process. The analysis will articulate the reasons why North Carolina offers a high chance for business success and low exposure to risk.

The analysis will define factors important to industry and decision makers, and it will address how North Carolina can demonstrate that it is a location of choice for the OSW supply chain. The analysis of advantages should include, but not necessarily be limited to, the following:

- **Location** – With commercial OSW leases located off the coasts of NJ, DE, MD, VA, and NC at a travel time of less than 20 hours by installation vessels traveling at 10 knots, North Carolina’s port assets are well-positioned to serve as a supply chain and service hub.
- **Access** – Relatively unlimited air clearance (minimal number of bridges or other overhead obstructions) is another unique North Carolina advantage.
- **Congestion** – North Carolina enjoys open shipping channels and navigational flexibility, making maritime congestion a low-level concern.
- **Geography** – North Carolina’s coastline is geographically rich with waterfront properties and development or redevelopment opportunities.
- **Local Content Requirements** – North Carolina has none, which may offer advantages that offset such requirements where they exist elsewhere.
- **Business Climate** – North Carolina is one of a small number of right-to-work states on the East Coast, which is a key feature of North Carolina’s economic competitiveness. Along with low utility rates, low cost-of-living, high-quality education system, and other socio-economic factors, North Carolina business climate has significant advantages.
5.2.3 GAP ANALYSIS

Address policy and business incentive gaps and make recommendations to alleviate or eliminate barriers. The analysis should focus on business incentives, needs, and opportunities for cross-collaboration. In addition, the Contractor should work closely with Commerce and other agencies within North Carolina to receive data on solutions, existing incentives, and business climate assets.

Building on incentives information and policy information provided by Commerce and the EDPNC, the Contractor will develop an analysis that identifies business incentive and policy gaps and provides recommendations on what North Carolina can do to close any gaps. The analysis should include a review of the European learning curve and the likely U.S. East Coast build-out scenarios to inform the impact of policy approaches and business incentives that will assist in attracting the OSW supply chain.

In addition to incentives, another major factor in decision-making is workforce development. The State of North Carolina has organizations and programs aimed at making workforce development, training, and availability a priority in order to position North Carolina favorably in comparison to other states.

The analysis will document North Carolina’s advantages to both strengthen the business incentive case and to separate North Carolina from the competition in the area of workforce development, as follows.

Business Incentives/Business Climate

North Carolina has a number of business climate advantages that make it an attractive place to locate new industry. However, early adopter states in the Northeast are driving the conversation around OSW development through approved incentives and project bids. With near-term development spanning from Maine to South Carolina and a long-term service industry lifetime of over 50 years, North Carolina is well positioned to be considered a prime location for the siting of OSW businesses. In addition, through the long-term build-out of North Carolina’s WEAs, North Carolina should position itself to host many of the key OSW supply chain sectors. The Contractor should provide objective analysis detailing areas in which North Carolina may improve its attractiveness to the OSW supply chain in the form of policy and business incentives.

North Carolina seeks to establish a business incentive package that complements its business climate to provide the clarity and longevity needed for long-term decision-making. To that end, executive branch officials have engaged with local and regional economic development offices and will consolidate existing state and local incentives as a resource for content and input to Contractor deliverables. The analysis should include a review of incentives that state, local, and regional economic development offices offer and recommendations to improve incentives for potential supply chain companies. This analysis should include the following tasks:

- Work with state, regional, and local economic development agencies to provide a review of existing incentives as well as best practice incentives along the East Coast.
- Provide recommendations on how to enhance existing or new incentives as well as other investment options (e.g. port or other infrastructure upgrades) that North Carolina should consider.
- Describe the likely impact if North Carolina were to implement recommended policy initiatives or business incentives.
- Provide an outline of regulatory changes and fiscal requirements necessary to implement new policy initiatives or business incentives.
- Provide a discussion of how the recommendations enhance North Carolina’s current business climate advantages.
- Provide recommendations on how the potential OSW supply chain industry in North Carolina may complement ongoing OSW activities in other East Coast states.
- Provide recommendations on how to coordinate and create regional partnerships with other states with OSW activities or establish regional industry clusters.
- Provide guidance on other strategies not discussed here that will favorably position North Carolina, including those policies and incentives that may not be available in competing states.
Workforce Development

Workforce represents a significant advantage for North Carolina. Building on Commerce’s 2019 Clean Energy Workforce Assessment completed pursuant to Section 5 of EO 80, the Contractor will evaluate North Carolina’s current workforce readiness for OSW, including the workforce assets in place, expected employment needs, and training requirements. While the Clean Energy Workforce Assessment found that North Carolina has a large clean economy workforce in a range of industries and occupations, is meeting current clean economy workforce needs overall, and has opportunities to prepare its workforce for growth of the clean economy, it focused on clean energy broadly defined, not OSW specifically. An additional assessment focused specifically on workforce needs related to OSW is now needed.

Commerce is engaging with state and local workforce offices, local training organizations, and representatives of industry employers to develop a collective Workforce Team that will include existing workforce program staff experienced in the labor challenges of local employers. This Workforce Team will provide information to the Contractor on existing resources and policy approaches relative to workforce development. The Contractor should develop an analysis that includes inventorying existing programs, determining options for enhancement of these programs, and pursuing new options to address OSW and related supply chain workforce needs. This analysis should include the following tasks:

- Examine workforce requirements for the OSW industry and identify North Carolina’s industry strengths that most closely align with OSW industry requirements.
- Examine existing workforce training programs through consultation with the Workforce Team, analyze how these programs align with OSW industry requirements, and rank existing programs according to their likelihood of fulfilling OSW industry needs.
- Provide recommendations on enhancement of existing programs and recommendations on new initiatives to fill voids where existing programs are deficient or absent.
- Provide a comparison to programs and initiatives implemented or considered elsewhere that can be leveraged, duplicated, or partnered.
- Review North Carolina’s military and veteran resources and develop recommendations associated with retention and attraction.
- Provide a comprehensive discussion in the final report of recommendations to expand or develop new programs to rapidly and seamlessly address the workforce needs of the OSW supply chain.

5.2.4 PORTS AND OTHER TRANSPORTATION INFRASTRUCTURE ASSESSMENT

Develop, for North Carolina’s state-owned port terminals (Morehead City and Wilmington), privately-held ports, and other modal/interconnected assets, a database of characteristics relevant to OSW industry activities. Additionally, assess the readiness of each port for each OSW activity and recommend infrastructure upgrades and other investments necessary to provide services for cargo (e.g., assembly, staging or storage), transportation, trade related to OSW, and the transmission required to accommodate OSW-generated energy.

North Carolina has two state-owned port terminals, each with potential to service the OSW energy industry.

The Port of Morehead City, a breakbulk and bulk facility, is one of the deepest on the United States East Coast and is only four miles from the Atlantic Ocean. It is located within 700 miles of more than 70% of the U.S. industrial base, has easy access to Interstates 95 and 40, and has train service provided by Norfolk Southern. Additionally, located across the Newport River from the Port of Morehead City is Radio Island, a 150-acre site suited for port industrial development and supplied with municipal water and sewer.

The Port of Wilmington is one of the few Southern ports with readily available berths and storage areas for containers and cargo. Specifically, it offers terminal facilities serving container, bulk, breakbulk, and ro-ro operations. Located on the Cape Fear River, the Port’s 42-foot channel allows customers additional vessel capacity, and it has direct access to Interstates 95 and 40 and daily train service from CSX Transportation.

A 2016 report by BOEM, The Identification of Port Modifications and the Environmental and Socioeconomic Consequences, identified 16 ports, including the Port of Morehead City and the Port of Wilmington, along the Atlantic coast that could potentially support offshore wind energy development. This report built on and extended the U.S. Department of Energy’s (U.S. DOE) report, Assessment of Ports for Offshore Wind Development in
the United States. While the findings of these two reports provide useful baseline information regarding North Carolina’s ports, and they recommended the two North Carolina ports for consideration as potential staging and maintenance facilities, additional, more specific information is needed. In particular, needed now are the following for each of the two state-owned ports:

1. A summary of key statistics relevant for OSW.
2. An assessment of requirements for each of the following OSW activities:
   - Blade manufacturing
   - Generator manufacturing
   - Nacelle assembly
   - Tower manufacturing
   - Foundation manufacturing and staging
   - Submarine cable manufacturing
   - Construction staging
   - Others (if determined relevant during the assessment)
3. OSW port utilization scenarios, with implementation costs, timelines and associated construction jobs, and a characterization of the direct jobs that would be created.
4. Identification and prioritization of the high-impact port infrastructure investment opportunities open to North Carolina in the future.

Additionally, the assessment should provide similar information for other important infrastructure resources—such as privately-held ports, interstate and state highways, railways, and other modal/interconnected assets—if not at an individual level, at least at a general level.

5.2.5 BUDGET NARRATIVE
Consultant shall include a breakdown of the project budget with its proposal. The project budget shall include a summary of key steps, activities, and tasks, with start and completion dates. The costs included in the budget shall be justified and shall reference all tasks in the Project Management Plan (Section 5.2.1-5.2.4). The total price shall be entered in Attachment A: Pricing.

5.3 OPTIONAL ADDITIONAL SCOPE OR DELIVERABLES
The Consultant may also propose additional scope or deliverables that the consultant believes will fill perceived gaps and add value to the project. This optional material must be achievable within the funding allocated to this RFP.

5.4 TECHNICAL APPROACH
Consultant’s proposal shall include, in narrative, outline, and/or graph form the Consultant’s approach to accomplishing the tasks outlined in the Scope of Work in Section 5.2 of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.5 ACCEPTANCE OF WORK
In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Consultant, in writing ten (10) calendar days following completion of such work or 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 of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.
6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE
The Consultant shall designate and make available to the State a project manager. The project manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 PERIODIC STATUS REPORTS
The Consultant shall provide periodic status updates to the designated Department of Commerce Contract Lead on an occasional basis by sending an email or by phone call. This report shall include a summary of the work that is being accomplished by the Consultant and offers the opportunity for the Consultant or the Commerce Contract Lead to ask questions and seek clarification.

6.3 DISPUTE RESOLUTION
The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Consultant shall be submitted in writing to the State’s Contract Lead for resolution. A claim by the State shall be submitted in writing to the Consultant’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 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 Consultant.
ATTACHMENT A:  PRICING

The Consultant's firmed fixed price shall include complete performance of the Scope of Work in Section 5.2 as stated in this Request for Proposal and shall include all the Consultant's costs and expenses. The Final Report shall be provided by the Consultant as specified in Section 4.10. No other payments shall be made to the Consultant services rendered.

FURNISH AND DELIVER

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ATTACHMENT B: INSTRUCTIONS TO CONSULTANTS

1. **READ, REVIEW AND COMPLY:** It shall be the Consultant's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Consultants or elsewhere in this RFP document.

2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Consultant's sole responsibility to ensure the timely submission of proposals.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Consultant, to accept any item in the proposal.

4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO CONSULTANTS; (5) ATTACHMENT A: PRICING, and (6) Consultant's proposal.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Consultant shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Consultant shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Consultant remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Consultants are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Consultant that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation
Proposal Number: RFP 43-1259-20

in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

11. HISTORICALLY UNDERUTILIZED BUSINESSES: The State is committed to retaining Consultants from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Consultants certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified Consultants as subcontractors on State contracts.

12. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Consultants by applying a percentage increase to the price of any proposal from a North Carolina resident Consultant. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a Consultant resident in that state. Residency is defined as that principal place from which the overall trade or business of the Consultant is directed or managed.

13. INELIGIBLE CONSULTANTS: As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

14. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Consultant does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Consultant, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Consultant may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Consultant that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Consultants are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Consultant of such action and allow Consultant to defend the confidential status of its information.

15. PROTEST PROCEDURES: When a Consultant wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Consultant shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. Note: Contract award notices are sent only to the Consultant actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at https://www.jps.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B.1519.
16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **COMMUNICATIONS BY CONSULTANTS:** In submitting its proposal, the Consultant agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Consultants are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Consultant(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Consultant shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Consultant to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Consultant’s proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Consultant from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), [https://www.ips.state.nc.us/ips/BidNumberSearch.aspx](https://www.ips.state.nc.us/ips/BidNumberSearch.aspx). Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

19. **CONSULTANT REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Consultant Portal (eVP) allows Consultants to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: [https://ncadmin.nc.gov/about-doa/divisions/purchase-contract](https://ncadmin.nc.gov/about-doa/divisions/purchase-contract).

20. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Consultant’s letterhead and signed by an official of the Consultant authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.

22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Consultant in preparing or submitting offers are the Consultant’s sole responsibility; the State of North Carolina will not reimburse any Consultant for any costs incurred or associated with the preparation of proposals.

23. **CONSULTANT’S REPRESENTATIVE:** Each Consultant shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

24. **INSPECTION AT CONSULTANT’S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Consultant prior to Contract award, and during the Contract term as necessary for the State’s determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
1. **PERFORMANCE AND DEFAULT:**

   a) It is anticipated that the tasks and duties undertaken by the Consultant shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Consultant in performance of the contract shall remain property of the State. During performance, Consultant may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Consultant grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Consultant or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Consultant or such other party, respectively. Consultant agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Consultant of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Consultant agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

   b) Consultant has a limited, non-exclusive license to access and use State Data provided to Consultant, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Consultant or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State’s normal business hours. Consultant warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

   c) If, through any cause, Consultant shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Consultant and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Consultant shall, at the option of the State, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Consultant shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Consultant for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Consultant without expense to the State.

   d) In the event of default by the Consultant, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Consultant responsible for any excess cost occasioned thereby. In addition, in the event of default by the Consultant under The Contract, or upon the Consultant filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Consultant, the State may immediately cease doing business with the Consultant, immediately terminate The Contract for cause, and may take action to debar the Consultant from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Consultant to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Consultant shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

   a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Consultants if the
Consultant or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Consultant and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Consultant certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Consultant will be executed and returned by the using agency.

c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Consultant under the Contract. Payment by some agencies may be made by procurement card, if the Consultant accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Consultant for payment under the same terms and conditions as any other method of payment accepted by the Consultant. If payment is made by procurement card, then payment may be processed immediately by the Consultant.

7. **NON-DISCRIMINATION:**

a. The Consultant will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

b. The Consultant will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Consultant shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

a. Consultant warrants to the best of its knowledge that:
   i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
   ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

b. Should any deliverables supplied by Consultant become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Consultant, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Consultant’s judgment, or if further use shall be prevented by injunction, the Consultant agrees to cease provision of any affected deliverables and refund any sums the State has paid Consultant and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Consultant under this Agreement impractical, the State shall then have the option of
terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Consultant agrees to refund any sums the State paid for unused Services or Deliverables.

c. The Consultant, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Consultant, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Consultant shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
   i. That the Consultant shall be notified within a reasonable time in writing by the State of any such claim; and
   ii. That the Consultant shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d. Consultant will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Consultant-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. TERMINATION FOR CONVENIENCE: If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days’ notice in writing from the State to the Consultant. In that event, any or all finished or unfinished deliverables prepared by the Consultant under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. ADVERTISING: Consultant agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Consultant may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency’s internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. ASSIGNMENT: No assignment of the Consultant’s obligations nor the Consultant’s right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Consultant, the State may:

   a) Forward the Consultant’s payment check directly to any person or entity designated by the Consultant, and
   b) Include any person or entity designated by Consultant as a joint payee on the Consultant’s payment check.

In no event shall such approval and action obligate the State to anyone other than the Consultant and the Consultant shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Consultant’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Consultant at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Consultant shall provide and maintain the following coverage and limits:

   a) Worker’s Compensation - The Consultant shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Consultant’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Consultant shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

   b) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an
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Vendor: ____________________________________________

occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Consultant shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Consultant shall not be interpreted as limiting the Consultant’s liability and obligations under the Contract.

15. **GENERAL INDEMNITY** - The Consultant shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Consultant in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Consultant that provided that the Consultant is notified in writing within 30 days from the date that the State has knowledge of such claims. The Consultant represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of Consultant deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT**: 

   a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State’s third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Consultant shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

   b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Consultant for the services rendered by the Supplier Manager under this contract. Consultant will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Consultant. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Consultant’s failure to perform or comply with specifications or requirements of the contract.

c) Consultant or its Authorized Reseller, as applicable, will be invoiced monthly for the State’s transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Consultant identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Consultant shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Consultant is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Consultant may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide,
whenever reasonably requested by the Consultant in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Consultant on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Consultant shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Consultant is a corporation, partnership or other legal entity, then the Consultant may authorize its employees to use its password. Consultant shall be responsible for all activity and all charges by such employees. Consultant agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Consultant’s account, Consultant shall immediately change its password and notify the Supplier Manager of the security breach by email. Consultant shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. **SUBCONTRACTING:** Performance under The Contract by the Consultant shall not be subcontracted without prior written approval of the State’s assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Consultant’s proposal shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF STATE DATA AND PROPERTY:** The Consultant agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Consultant by the State (State Data), or other State property in the hands of the Consultant, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Consultant will reimburse the State for loss or damage of such property while in Consultant’s custody.

The State’s Data in the hands of the Consultant shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Consultant shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 et seq.

20. **OUTSOURCING:** Any Consultant or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Consultant shall give notice to the using agency of any relocation of the Consultant, employees of the Consultant, subcontractors of the Consultant, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Consultant shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Consultant’s proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained
herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **ELECTRONIC RECORDS:** The State will digitize all Consultant responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an “original.”

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Consultant.

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY CONSULTANT

In accordance with NC General Statute 143-59.4, the Consultant shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? □ YES □ NO

If the Consultant answered "YES" above, Consultant must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Consultant, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Consultant, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Consultant agrees to provide notice, in writing to the State, of the relocation of the Consultant, employees of the Consultant, sub-Contractors of the Consultant, or other persons performing services under the Contract outside of the United States □ YES □ NO

NOTE: All Consultant or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:
ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Consultant: ________________________________________________________________

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Consultant is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: __________________________

☐ The Consultant has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Consultant is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Consultant is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Consultant has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Consultant.

Note: This is a continuing certification and Consultant shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Consultant shall explain the reason in the space below:

______________________________________________________________________________

______________________________________________________________________________

Signature                                                                 Date

Printed Name                                                                 Title

[This Certification must be signed by an individual authorized to speak for the Consultant]
HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Consultant shall respond to question #1 and #2 below.

a) Is Consultant a Historically Underutilized Business?  □ Yes  □ No

b) Is Consultant Certified with North Carolina as a Historically Underutilized Business?  □ Yes  □ No

If so, state HUB classification: __________________________________________________________
ATTACHMENT G: SUPPLEMENTAL BACKGROUND INFORMATION

OSW energy development is a key priority for North Carolina. As a long-proven and significant source of energy in Europe, particularly the United Kingdom, OSW provides an opportunity for tens of millions of dollars in economic development and thousands of new jobs in eastern North Carolina, as well a significant increase in renewable energy generation for the state.

In October 2018, North Carolina Governor Roy Cooper announced Executive Order 80: North Carolina’s Commitment to Address Climate Change & Transition to a Clean Energy Economy. Under EO 80, the NC Climate Change Interagency Council released the North Carolina Clean Energy Plan (hereinafter “the Plan), which includes several recommendations supporting offshore wind and a coordinated effort with regional states to develop a robust offshore wind industry and energy market. Section H of the Plan specifically addresses Clean Energy Economic Development Opportunities.

In terms of opportunities, the Plan underscores that OSW represents a low-cost, clean, and reliable energy resource for North Carolina. North Carolina has the second-highest average wind speeds on the Atlantic coast and is well-positioned to participate in this rapidly growing global industry. As the Plan notes, commitments to OSW by states in the northeastern U.S. have led to record-breaking bids of more than $100 million each for the right to further assess wind energy areas (WEAs) leased to OSW industry giants by the federal Bureau of Ocean Energy Management (BOEM) for development. Applying the best practices and lessons learned from over 18 gigawatts (GW) of OSW installation within the European Union, this industry is expected to create a $70 billion supply chain and tens of thousands new jobs in the United States by 2030.

Development of OSW energy resources is currently underway off North Carolina’s coast. BOEM has identified three WEAs for possible OSW development off North Carolina’s coast, as follows (and illustrated on the map below):

The Kitty Hawk WEA, located 24 nautical miles from Corolla, is over 122,000 acres in size. Avangrid Renewables, LLC won the lease auction with a bid of over $9 million in March 2017 and executed its lease with BOEM the following November. According to Avangrid, the Kitty Hawk project will have a capacity of 2,400 MW. Avangrid submitted its Site Assessment Plan (SAP) to BOEM for approval in the summer of 2019, and meetings between Avangrid, BOEM, and the Division of Coastal Management in the North Carolina Department of Environmental Quality (DEQ) have addressed federal consistency for this project with North Carolina’s coastal policies. Following BOEM’s approval of the SAP, Avangrid expects to submit a detailed construction and operation plan (COP) for the wind energy project on the leasehold by 2022. BOEM will concurrently conduct both environmental and technical reviews of the COP and will decide whether to approve, approve with modification, or disapprove the COP. Prior to the end of the 30-year lease term, and regulatory requirement for commence construction, Avangrid must submit a plan to decommission the wind facilities. If the schedule holds, Avangrid expects to go online with the first tranche of the 3-800MW tranche project in 2025.

In 2019, DEQ and the North Carolina Department of Commerce used the Offshore Wind Jobs and Economic Development Impact (JEDI) Model 11 to estimate potential economic impacts that would be supported by the development and operation of a 2,000 MW OSW project constructed in North Carolina, beginning in 2021.

This model projected that a 2,000 MW project would result in:

- $6.9 billion in total installed project costs, with an anticipated $3.1 billion in local spending investment in North Carolina (includes equipment, labor, development services, and sales tax).
• $358 million in annual operations and maintenance impacts, with an anticipated $170 million spent in North Carolina.

• Direct and induced employment of 17,429 jobs during construction and 1,328 jobs during annual operations.\(^1\)

In addition to the Kitty Hawk WEA, the **Wilmington East** and **Wilmington West WEAs** are 133,000 and 51,000 acres, respectively. BOEM has created a steering committee of North and South Carolina representatives to help explore, detail, and capture state and local stakeholders’ perspectives on OSW development that region. Development of these two WEAs would further increase opportunities for OSW supply chain and infrastructure development.

Potential for additional WEAs off of North Carolina’s coast also exists. In April 2018, BOEM issued a Request for Feedback (RFF) regarding its *Proposed Path Forward for Future Offshore Renewable Energy Leasing on the Outer Continental Shelf (OCS)*, wherein BOEM proposes to conduct a high-level assessment of all waters offshore the Atlantic Coast for potential additional lease locations. The assessment would rely on various factors to assess which areas along the Atlantic are the most likely to have the highest potential for OSW development in the next three to five years. In June 2018, DEQ Secretary Michael Regan submitted a comment in support of BOEM’s proposal to identify additional lease areas off the coast of North Carolina for offshore renewable energy development. In June 2019, BOEM released its *Path Forward*, which addressed the comments received. Based on the comments and its belief that “predictability in its planning and leasing process provides a benefit to the development of the offshore wind energy industry,” BOEM is moving forward with leasing using a regional approach, processing projects currently in the pipeline, and assigned North Carolina to two new regional task forces, VANC and Carolina Long Bay.

Additional OSW-related topics for further attention include local concerns around visibility and the need for onshore transmission infrastructure to bring OSW-generated energy inland to load centers. To that end, North Carolina officials are engaging with Duke Energy and Dominion Energy on transmission infrastructure needs, addressing expedited siting, and permitting for rights-of-way to prepare North Carolina’s grid in order to deploy this valuable energy resource. In addition, the Plan recommends that the North Carolina Utilities Commission fast-track the process for determining the Certificate of Public Convenience and Need for OSW-generated wind resource development and associated necessary transmission.

Executive and legislative mandates are in effect in many Atlantic states to attract OSW development. Mandates in the following states establish OSW procurement goals and in some cases timelines: New York (by executive order, 9000 MW by 2035); New Jersey (by executive order, 3500 MW by 2030); Maryland (by legislation, 1200 MW); Connecticut (by legislation, 2000 MW); Massachusetts (by legislation and executive order, 3200 MW by 2030); and Virginia (by legislation, 12 MW; by executive order, 2500 MW by 2026, and recently enacted legislation, 3000 MW). These procurement requirements, combined with any state-offered incentives, send clear market signals that both leverage and attract OSW industry investment. As a result, these other Atlantic Coast states are on track to develop significant OSW infrastructure and industry activity that will create and sustain high-wage jobs for decades.

To capture these opportunities and develop North Carolina’s competitive edge, the state’s policy leaders and economic development officials are taking proactive steps on OSW. Specifically, the Plan identified a comprehensive assessment of state infrastructure (ports, rail, etc.) as well as supply chain assets and potential as a key next step. Such an assessment will provide a clearer picture of North Carolina’s capabilities and inform the state’s path forward on OSW-related investments and economic development. In parallel, DEQ and other agencies are evaluating best practices from other states and identifying OSW policy actions that make sense for North Carolina. The following table summarizes the Plan’s slate of recommendations regarding OSW, with the specific action serving as the focus of this RFP in bold and underlined.

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\(^1\) A 2,000 MW project is similar in scope to Avangrid’s planned 2,400 MW facility in the Kitty Hawk WEA. The model assumes that 100% of both the blades and towers used are manufactured in North Carolina, as primary suppliers (Saertex and Nucor, respectively) are located in state. The model also assumes that 100% of both onshore and offshore substations are manufactured in North Carolina, as ABB, an industry leader in power transmission and distribution with a growing presence in OSW, has a principal research facility located in Raleigh.
<table>
<thead>
<tr>
<th>Recommendation</th>
<th>Entity Responsible</th>
<th>Action</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify and advance legislative and/or regulatory actions to foster development of NC’s OSW energy resources</td>
<td>Dept. of Environmental Quality</td>
<td>Based upon an evaluation of best practices for legislative and regulatory action that promote business certainty for the OSW industry, identify and advance strategic actions for NC</td>
<td>Short Term</td>
</tr>
<tr>
<td>Create and foster statewide and regional OSW collaborative partnerships with industry, the public, stakeholders, and neighboring states to bring economic growth to NC</td>
<td>Governor’s Office or Cabinet-level executives</td>
<td>Work to establish a regional agreement for multistate cooperation on OSW</td>
<td>Short Term</td>
</tr>
<tr>
<td></td>
<td>OEMs, energy developers, IOUs, local government, research institutions, academic and training entities, etc.</td>
<td>Engagement with industry, which may include: regional promotion of OSW assets for supply chain investment; developing and implementing best practices; coordinating communications; and identifying funding streams to facilitate research and other activities that enhance OSW and industry recruitment</td>
<td>Short Term</td>
</tr>
<tr>
<td></td>
<td>OSW Developers</td>
<td>Location of OSW component manufacturing, supply chain investment, facility, and jobs in NC</td>
<td>Medium Term</td>
</tr>
<tr>
<td>Conduct an assessment of OSW supply chain and ports and other transportation infrastructure to identify state assets and resource gaps for the OSW industry</td>
<td>Cabinet Agency (e.g., Dept. of Commerce)</td>
<td>Retain a consultant for a supply chain infrastructure assessment for the OSW industry in NC</td>
<td>Short Term</td>
</tr>
<tr>
<td></td>
<td>Dept. of Commerce, NC Ports, Dept. of Transportation, chambers of commerce, economic developers, local govt.</td>
<td>Engage key stakeholders in assessment and leverage assessment findings to recruit industry</td>
<td>Short to Medium Term</td>
</tr>
<tr>
<td></td>
<td>Cabinet agency and academia</td>
<td>Conduct an economic impact analysis for OSW energy development in NC that includes quantifiable impacts on health, environment, emissions, direct and indirect jobs, local and regional tax bases.</td>
<td>Short Term</td>
</tr>
</tbody>
</table>

The intent of the OSW supply chain and infrastructure assessments, the focus of this RFP, is to identify and better understand the nature of the existing businesses and organizations that can support the growing OSW industry. The assessments will signal to OSW developers and OEMs North Carolina’s commitment to this significant and growing industry. They will also identify strengths, gaps, and opportunities that the state can address and pursue to maximize the potential of OSW for the state—both the commercial OSW development planned off its coast and the OSW pipeline enabled by development off other areas of the Atlantic coast.