

# **STATE OF NORTH CAROLINA**

**Department of Information Technology**

**Division of Broadband and Digital Equity**

**Request for Proposal #: 41-RFP2023-45JB (Revised)**

**Broadband Program Strategic Advisory Services**

**Date of Issue: June 12, 2023**

**Proposal Opening Date: August 8, 2023**

**At 2:00 PM ET**

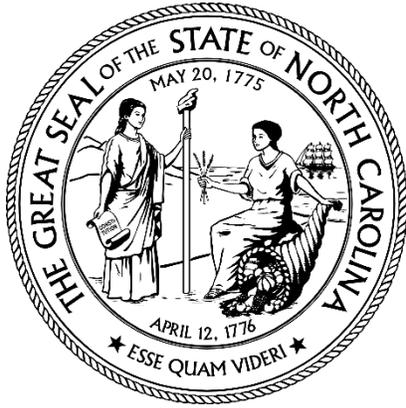
**Direct all inquiries concerning this RFP to:**

Joetta Brunson

Procurement Specialist

Email: [Joetta.Brunson@nc.gov](mailto:Joetta.Brunson@nc.gov)

Phone: 919-418-5225



## STATE OF NORTH CAROLINA

### Request for Proposal #

**41-RFP2023-45JB**

**(Revised)**

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For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
***Division of Broadband and Digital Equity***

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.4 for details.	Request for Proposal #: 41-RFP2023-45JB
	Proposals will be publicly opened: August 1, 2023
Using Agency: Department of Information Technology – Division of Broadband and Digital Equity	Commodity No. and Description: 801015 / 958-16 Strategic Services
Requisition No.: PR12540935	

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

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

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### 1.1 PURPOSE

The Division of Broadband and Digital Equity (Division) invites interested and qualified Vendors to submit a proposal detailing how they would assist the Division by providing strategic advisory services (Services) in support of the listed programs to improve access to broadband service throughout the state of North Carolina.

These initiatives/programs will be referred to collectively as the 'Programs' or individually as a 'Program'.

- Digital Equity,
- Broadband Equity, Access, and Deployment,
- Growing Rural Economies with Access to Technology (GREAT),
- Completing Access to Broadband (CAB),
- Stop-Gap Solutions, and
- Broadband Pole Replacement.

Participants are requested to review the detailed information for each of the listed Programs at this URL: <https://www.ncbroadband.gov/grants>.

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

### 1.2 AGENCY BACKGROUND

The N.C. Department of Information Technology (NCDIT) mission is to promote a stronger North Carolina that connects customers, citizens, business, education, and government. NCDIT provides technology services to state agencies and is charged with closing the digital divide by expanding availability of broadband services and promoting the adoption of affordable, high-speed internet.

The NCDIT Division of Broadband and Digital Equity (Division) is responsible for expanding access to broadband infrastructure, supporting affordability, advancing digital literacy, and building digital equity in North Carolina. The Division houses two offices, the Broadband Infrastructure Office (BIO) and the Office of Digital Equity and Literacy (ODEL), charged with ensuring that every North Carolinian has access to an affordable high-speed internet connection and the devices and digital skills needed to participate in the modern economy.

### 1.3 PROBLEM STATEMENT

The Division is implementing a \$1 billion plan to build digital equity in North Carolina using varied state and federal funding sources and compliance and reporting requirements. Given limited staffing, limited resources, and time-limited funding, the Division must supplement its capacity with advisory services. Additionally, the complexity of these projects and funding sources creates added reporting to the federal agencies providing the funding. As the Division implements its broadband infrastructure and digital equity projects to connect more North Carolinians, it also must show strong stewardship of taxpayer resources. As such, the Division needs strategic advisory services to ensure public resources are used effectively and without waste, fraud, or abuse. The services requested in this RFP will ensure the Division can meet these goals.

The Division currently administers one last-mile infrastructure grant program: the Growing Rural Economies with Access to Technology (GREAT) program. The Division will announce as much as \$350 million in American Rescue Plan Act-funded GREAT grant awards in the coming months and will award more than \$30 million in state funding to broadband infrastructure deployments, including fixed wireless and low-orbit satellite projects, in the next year. Additionally, the Division will administer the following programs using American Rescue Plan Act funds:

- Completing Access to Broadband, a \$400 million competitive bidding program which the Division will use to match county funds and identify internet providers that can address unserved and underserved areas for each participating county.
- Stop-Gap Solutions, a \$90 million program designed to identify and serve gaps with more flexible project delivery models in areas that are not addressed by the GREAT and CAB programs.
- Broadband Pole Replacement Program, a \$100 million fund to reimburse communication providers that upgrade utility poles to support a last-mile broadband infrastructure deployment.

The Division's Office of Digital Equity and Literacy will administer \$50 million over the next four years in projects intended to address the high costs of high-speed internet subscriptions; the provision of laptops, tablets, and other devices in low-income households; digital literacy and skills training; and community capacity and digital inclusion projects. The Office will execute these projects using a mixture of public-private projects, philanthropic partnerships, procurements, and competitive grant programs.

Concurrent to its American Rescue Plan Act work, the Division is preparing for additional funding for its broadband infrastructure and digital equity programs from the Infrastructure Investment and Jobs Act (IIJA).

The IIJA's new Broadband Equity, Access, and Deployment (BEAD) Program, Enabling Middle Mile Broadband Infrastructure Program, State Digital Equity Planning Grant Program, and State Digital Equity Capacity Grant Program, administered by the U.S. Department of Commerce National Telecommunications and Information Administration, will deliver hundreds of millions in additional federal funding to the Division's mission to close the digital divide in North Carolina. The Division is in the process of developing the required multi-year plans designed to maximize the State of North Carolina's share of this federal funding.

The Division currently manages the GREAT grant program with the SAP EBS grants management solution, housed at the N.C. Department of Transportation. The Division intends to use this system for new infrastructure grant programs.

This RFP covers known scopes of services the Division anticipates in executing the program and that are defined in this solicitation. However, the Division also requests the Vendor's proposal identify and provide expansions in scope in areas where Vendors with prior experience in program oversight of similar scope and scale have knowledge. As such, the Division expects the Vendor to add their comprehensive expertise, scope and resources to their offer to the Division.

## 1.4 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date"). The Division may elect to extend or renew the Contract for up to two (2) one-year periods, but the contract term shall not be for more than three (3) years. The Vendor shall begin work under the Contract within sixty (60) business days of the Effective Date, or when a Task Order for services under the contract has been approved.

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official, or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

**2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

**2.4 RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	State	June 12, 2023
Submit Written Questions	Vendor	July 25, 2023
Provide Response to Questions	State	August 1, 2023
Submit Proposals	Vendor	August 8, 2023, at 2:00 PM ET

**2.5 PROPOSAL QUESTIONS**

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 41-RFP2023-45JB – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

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

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

## 2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

**PART 1: Vendor shall include the following sections in their proposal uploaded to the Sourcing Tool as a SINGLE FILE:**

### Section 1 – Cover Letter:

***The Cover Letter must include the following and should not exceed a total of THREE (3) pages***

- a) Briefly Introduce your company;
- b) a statement that confirms the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP;

- c) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein;
- d) Vendor's agreement to comply with all instructions, terms and conditions, and attachments;
- e) Clearly indicate the services for which you are proposing. As listed in the Scope of Services. Vendors may propose for one, some, or all the services listed;
- f) Affirm that your company, if selected, will negotiate in good faith.

**Section 2 – Company and Key Personnel Experience – RFP Section 4.5**

**Section 3 – Project Organization and Technical Approach – RFP Section 5.4 through 5.5**

**Section 4 – Financial Stability – RFP Section 4.3**

**Section 5 – Signed RFP and Forms**

**Vendors will include the following in response to Section 5:**

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Completed FORM 1: DESCRIPTION OF OFFEROR (Included in this document)
- e) Completed and signed version of FORM 2: BYRD ANTI-LOBBYING CERTIFICATION (Included in this document)
- f) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION (Obtain from Ariba Sourcing Tool)
- g) Completed ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (Obtain from Ariba Sourcing Tool)
- h) Complete and include ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE (Obtain from Ariba Sourcing Tool)
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR (Obtain from Ariba Sourcing Tool)
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION (Obtain from Ariba Sourcing Tool)
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL (Obtain from Ariba Sourcing Tool)

**PART 2: Vendor shall include the following sections in their proposal uploaded to the Sourcing Tool as a SINGLE FILE:**

**Section 6 - Separate File Upload of Cost Proposal and Financial Reports**

Vendors will upload in a separate file their Cost Proposal in the format requested on ATTACHMENT A: COST PROPOSAL that is obtained in the Ariba Sourcing Tool. Vendors will not include any costs elements in any of the proposal sections listed above.

Financial Stability (Section 4.3) – Vendors will submit the information detailed in Section 4.2 of this RFP Document along with their Cost Proposal in a separate file upload.

**2.8 ALTERNATE PROPOSALS**

Alternate proposals will not be accepted in response to this RFP.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

#### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at

the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing will not be public until the award.

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

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

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

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

**3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

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

- Vendor Experience and Key Personnel– RFP Section 4.5

- Cost Proposal – Attachment A.
- Project Organization and Technical Approach – RFP Sections 5.4 and 5.5
- Financial Stability – RFP Section 4.3

The Cost Proposals shall contain billable hourly rates for positions anticipated to be assigned to provide the required services. There is not a 'Total Cost Proposal' for a specific quantity of services. Therefore, the State will analyze the hourly rates to be reasonable and competitive. The State will also look at the Vendors unburdened and fully burdened hourly rates, specifically the multiplier, when evaluating Cost Proposals. The State may use other methods it deems appropriate to analyze and evaluate the hourly rates.

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor.
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture.
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL (included in this document) and upload in the Sourcing Tool as a *separate* file. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract. The State expects Vendors to offer their most favorable rate as offered to other government clients.

## 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

## 4.3 FINANCIAL STABILITY

Each Vendor shall submit the following financial documentation as an attachment to its Proposal:

- a. Independent Auditor's Reports on the Statement of Direct Labor, Fringe Benefits, and General Overhead
- b. An independent auditor's report that has considered the federal government disallowed expenses.

Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information.

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

## 4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## 4.5 VENDOR EXPERIENCE and KEY PERSONNEL

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

- Describe your company's experience on the same or similar projects representing the services you are proposing in this response to the RFP. The Division will expect experience to be, at a minimum, at the state level.
- For each of the service categories being proposed, include descriptions and details of example projects representative of each category. Include at least THREE (3) but no more than SIX (6) example projects for each category. It is desirable that the example projects have been completed within the previous FIVE (5) years.

- If your company has completed a similar project(s) in the past where sub-consultants were used, please describe the project, and include metrics on sub-awards in that project(s).
- Include resumes of KEY PERSONNEL that would be assigned this project should your company be selected.

**4.6 REFERENCES**

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

**4.7 BACKGROUND CHECKS**

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

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

YES  NO

**4.8 PERSONNEL**

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

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

**4.9 VENDOR’S REPRESENTATIONS**

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

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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

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

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

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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**5.1 GENERAL**

The Scope of Services listed in this section may be requested for anyone, or more, of the following State Broadband and Digital Equity programs funded by state and federal dollars, to include the:

- Growing Rural Economies with Access to Technology (GREAT) program as authorized by N.C.G.S. 143B-1373;
- Completing Access to Broadband (CAB) program as authorized by S.L. 2021-180;
- Stop-Gap Solutions program as authorized by S.L. 2021-180; the Broadband Pole Replacement Program as authorized by S.L. 2021-180;
- Digital Literacy and Awareness program as authorized by S.L. 2021-180; and
- other programs implemented by the Division’s Broadband Infrastructure Office and Office of Digital Equity and Literacy.

**5.1.2 STATE AND FEDERAL COMPLIANCE**

Demonstrate awareness of and maintain strict compliance with all relevant State and Federal statutes, rules, policy, and guidance.

**5.1.3 TIME-TRACKING CAPABILITY**

Vendor employees must be able to track time spent on specific projects. The Division’s programs and projects are implemented using different Federal and State funding.

**5.2 TASK ORDER**

The awarded contract will be a Master Services Agreement (MSA). All service ordered under this MSA will be documented with a Vendor Proposal and agreed to by the parties through the execution of a Task Order document.

When the State requires services for a specific task or project the State Agency Business Owner the following procedure will be followed.

- 1) The Business Owner will meet with the Vendor to discuss the required services and provide a Scope of Services.
- 2) The Vendor will prepare a Task Order Proposal. The Task Order Proposal will include the following information:
  - a) Purpose of the Services
  - b) Statement of Work – Detailed Statement of Work describing the services to be provided to include a list of deliverables.
  - c) Project Timeline – The Vendor will include a timeline that details tasks and key milestones to include due dates for these items.
  - d) Not to Exceed (NTE) Compensation – A total compensation amount for the Task Order. This compensation amount will be supported in detail with the following:
    - i) Task and Sub Task (if applicable)

- ii) Positions to work on the Task.
  - iii) Number of Hours
  - iv) Contracted Billable Hourly Rate
  - v) Total Compensation
- e) Payment Schedule for the Task Order
- 3) The Business owner and Vendor may negotiate terms of the Task Order Proposal to include tasks, positions, hours, and hourly rate. The MSA provides for a ceiling billable hourly rate.
  - 4) Once an agreed upon Task Order Proposal has been developed the State Business Owner will prepare a Task Order Agreement that will incorporate the MSA and the Task Order Proposal. The Task Order Agreement will be executed by authorized representatives from the Vendor and the State.
  - 5) The State Agency will issue a Purchase Order which will serve as the Notice to Proceed authorizing the Vendor to begin work on the Task Order.

### 5.3 SAMPLE TASKS/DELIVERABLES

#### 5.3.1 EVALUATION & PERFORMANCE MANAGEMENT

- Develop evaluation and performance measurement tools for evaluation of Division Programs performance.
- Evaluate the effectiveness of Division Programs.

#### 5.3.2 PROGRAM DESIGN ASSISTANCE

- Assist with program design and implementation of the Stop-Gap Solutions and Pole Replacement programs.
- Assist with development of fixed wireless and mobile broadband programs.
- Assist with program improvement for other programs as needed.
- Assist with design of a Middle-Class Affordability Option.
- Assist with design of digital equity programs.

#### 5.3.3 STRATEGIC PLANNING

Strategic planning – may include (but not be limited to) research, mapping, document drafting, facilitation of meetings and convenings, and stakeholder engagement.

Develop content for publishable documents related to the Digital Equity Plan and Broadband Equity, Access, and Deployment (BEAD) Plan. Sample activities may include:

- Draft measurable objectives for Covered Populations as outlined in the Notice of Funding Opportunities (NOFO) and how these objectives will impact and interact with North Carolina’s economic and workforce development goals, plans, and outcomes; educational outcomes; health outcomes; civic and social engagement; and the delivery of other essential services.
- Develop a needs assessment for the Digital Equity plan.
- Broadband Asset Inventory that catalogues broadband adoption, affordability, equity, access, and deployment activities occurring in the state and provides details regarding any relevant partners, such as community-based organizations and community anchor institutions that may inform broadband deployment and adoption planning.
- Broadband Needs Assessment that identifies locations that need to be served and recommends potential strategies to serve them.

#### 5.3.4 SUB-CONTRACTORS AND SUB-CONSULTANTS

Most see government grant spending solely as a means to fund a public need or the program that is the subject of grant funding. Grant funding can reach so many more entities through revenue recirculation. Ideally, funds used in grant programs are re-

spent within the community which produces a far-reaching benefit. For all recipients, the funding provided under ARPA is substantial and should be transformational.

For the reasons just discussed, the Division encourages the selected Consultant to include sub-consultants/contractors in the implementation and administration of their System. The Division believes the area to be covered by this work is too great for a single awarded Consultant to execute effectively. The use of sub-consultants, with emphasis on encouraging HUB sub-consultants, would provide the greatest chance for successful projects within in each of the Programs.

Vendors will describe their plan for the inclusion of sub-consultants and sub-contractors in the effective and successful execution of their proposed System.

- Describe your process for identifying, selecting, and awarding sub-consultant contracts to support the activities of your proposal.
- Discuss your company’s commitment to make a “good faith effort” to engage sub-consultants in this project.
- Provide an estimate as to the percentage of the total level of effort to be accomplished by sub-consultants or sub-contractors. DO NOT INCLUDE INFORMATION RELATED TO THE COST OF SERVICES.
- Clearly indicate for what area(s) of your proposed services the work of sub-consultants/contractors would be needed.
- The Vendor will include data for similar projects demonstrating their use of HUB sub-consultants/contractors. The data should reflect the total contract value and percentage of sub-contract awards to HUB sub-consultant/contractors. The Division will be evaluating the Vendor’s commitment to the inclusion of HUB entities through prior contract award data. The information provided should be clear, concise, and easily interpreted by the Evaluation Committee.

The Evaluation Committee will evaluate the Vendor’s commitment to effectively involve sub-consultants across the State of North Carolina to implement their System. The Evaluation Committee will evaluate the probability of the Vendor including sub-consultants.

**5.4 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

**5.5 TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**6.0 CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

**State Contract Manager**

Emily Williamson Gangi  
Policy Director, Division of Broadband and Digital Equity  
North Carolina Department of Information Technology

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

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The above listed individuals/contacts may be changed by either party by providing written notice to the other party.

**6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically weekly, or as adjusted, with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**6.3 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses. The Vendor shall be required to provide Task Order Management Reports to the designated Contract Manager on a weekly basis. This report shall include, at a minimum, information concerning all open Task Orders. The State and Vendor will work collaboratively to define the contents and format of the Management Reports. These reports will be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of a Task Order under the Contract being issued the Vendor shall submit a Task Order work plan and a sample report, both to the designated Contract Lead for approval.

**6.4 ACCEPTANCE OF WORK**

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

Acceptance of Vendor’s work product shall be based on provided services and deliverables as detailed in an authorized Task Order.

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

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

### **6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to thirty (30) days to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

### **6.6 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.7 CONTRACT CHANGES**

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

### **6.8 ATTACHMENTS**

**ATTACHMENT A: COST PROPOSAL** - *Please see the following page.*

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Attachments to this RFP are listed below and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link: <https://ncadmin.nc.gov/documents/vendor-forms>

**ATTACHMENT C: CERTIFICATION OF FINANICAL CONDITION**

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**ATTACHMENT D: HISTORICALLY UNDERUTILIZED BUSINESSES**

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**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATES**

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL**

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**FORM 1: DESCRIPTION OF OFFEROR**

*Provide the information about the offeror.*

<i>Offeror's full name</i>	
<i>Offeror's address</i>	
<i>Offeror's telephone number</i>	
<i>Ownership</i>	<input type="checkbox"/> <i>Public</i> <input type="checkbox"/> <i>Partnership</i> <input type="checkbox"/> <i>Subsidiary</i> <input type="checkbox"/> <i>Other (specify)</i>
<i>Date established</i>	
<i>If incorporated, State of incorporation.</i>	
<i>North Carolina Secretary of State Registration Number, if currently registered</i>	
<i>Number of full-time employees on January 1<sup>st</sup> for the last three years or for the duration that the Vendor has been in business, whichever is less.</i>	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

**FORM 2: BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The responding Vendor listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: **STRATEGIC ADVISORY SERVICES**

\_\_\_\_\_  
Responding Vendor Name

\_\_\_\_\_  
Physical Address (Address, City, State, Zip Code)

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

## ADDITIONAL FEDERAL CONTRACTING CLAUSES

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### FOR ALL CONTRACTS WITH FEDERAL FUNDS (JULY 2022)

The following Federal Contracting Clauses will be fully incorporated by reference into this RFP and any contract(s) awarded as a result of this RFP, which are supported by federal funds, in whole or in part, during the life of the contract(s).

#### A) BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

Vendor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### B) COPELAND "ANTI-KICKBACK" ACT PROVISION

Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

A Vendor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12.

#### C) COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

Vendor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.

For data required by the contract but not first produced in the performance of this contract, Vendor will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.

Upon or before the completion of this contract, Vendor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

#### D) FEDERAL COMPLIANCE

Vendor acknowledges that federal funds will be used to fund all or a portion of the contract. Vendors will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, but is not limited to, all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.

#### E) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)

Vendor is prohibited from obligating or expending loan or grant funds to:

Procure or obtain.

Extend or renew a contract to procure or obtain; or

Enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**F) PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT “ARPA” FUNDS)**

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

**G) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.