

STATE OF NORTH CAROLINA

NORTH CAROLINA CENTRAL UNIVERSITY

Request for Proposal #: 61-RFP25003

STRATEGIC PLANNING CONSULTANT

Date of Issue: December 23, 2024

Proposal Opening Date: January 23, 2025

At 1:00 PM EST Local

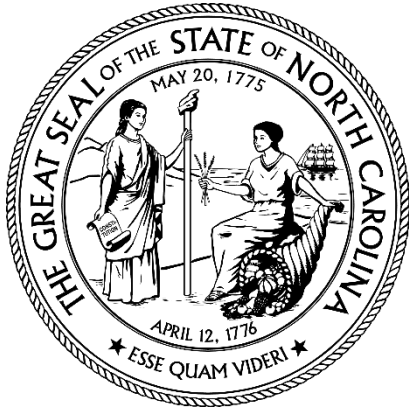
Direct all inquiries concerning this RFP to:

Ashley E. Wages, CLGPO

Director of Procurement Services

Email: awages@nccu.edu

Phone: 919-530-5063



STATE OF NORTH CAROLINA

Request for Proposal

61-RFP25003

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Consultant 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.**

Consultant Name

Consultant eVP#

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA *North Carolina Central University*

Refer <u>ALL</u> Inquiries regarding this RFP to: Ashley E. Wages, CLGPO AWages@ncu.edu	Request for Proposal #: 61-RFP25003
	Proposals will be publicly opened: January 23, 2025, at 1:00 PM EST
Using Agency: North Carolina Central University	Commodity No. and Description: 801015 – Business and Corporate Management Consultation Services
Requisition No.: TBA	

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 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 Consultant as set forth in G.S. 143-59.1.

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.

As required by Executive Order 24 (2017), the undersigned Consultant 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 Consultant's entire organization and its employees or agents, that Consultant is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Consultant certifies that it has read and agreed to the **INSTRUCTION TO CONSULTANTS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not 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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF CONSULTANT:		FAX NUMBER:
CONSULTANT'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of North Carolina Central University)

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1.0 PURPOSE AND BACKGROUND

North Carolina Central University (the “State” or “NCCU”) invites proposals from qualified consultants to lead the development of a comprehensive strategic plan, including the establishment of goals and objectives for the University’s Divisions.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) months, beginning on the date of final Contract execution (the “Effective Date”) or February 17, 2025, whichever is later. The Consultant shall begin work under the Contract within five (5) business days of the Effective Date.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee does not apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO CONSULTANTS REGARDING RFP TERMS AND CONDITIONS

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

If Consultants have questions or 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 Consultant’s proposal or otherwise. 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 that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Consultant proposed modifications. 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 unless expressly agreed upon through negotiation 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 Consultant’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	December 23, 2024
Hold Pre-Proposal Meeting/Site Visit **Virtual Meeting**	State	January 6, 2025, at 11:00 AM EST
Submit Written Questions	Consultant	January 7, 2025, by 10:00 AM EST
Provide Response to Questions as an Addendum	State	January 9, 2025
Submit Proposals	Consultant	Thursday, January 23, 2025, by 1:00 PM EST Local
Contract Interviews (if applicable)	State	January 27 – 31, 2025
Anticipated Contract Award Time Frame	State	February 7, 2025
Anticipated Contract Start Date	State	February 17, 2025

NCCU reserves the right to revise the schedule in its sole discretion

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE

Urged and Cautioned Virtual Pre-Proposal Conference

Date: **Monday, January 6, 2025**
 Time: **11:00 AM Eastern Standard Time**
 Location: **Virtual via Microsoft Teams**

Instructions: Consultant representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Consultant would recognize as affecting the performance of the work called for in this RFP.

Consultant is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

If you would like to participate in the Virtual Pre-Proposal Meeting email Ashley Wages for instructions no later than January 2, 2025, by 10:00 AM EST. Note in the Subject Line: "Strategic Planning Consultant Services Pre-Proposal Conference Instructions".

Your failure to attend will not relieve the Consultant from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to NCCU.

2.6 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 "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to awages@nccu.edu by the date and time specified above. ****NO PHONE CALLS**** Consultants should enter "RFP #61-RFP25003: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Consultant Question
RFP Section, Page Number	Consultant question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Consultant Portal (eVP)*, <https://evp.nc.gov>, 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 the RFP and an addendum to this RFP.

2.7 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. Consultant shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Consultant's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

By Mail

**Mailing address for delivery of proposal via US Postal Service and any other method
(special delivery, overnight, or any other carrier)**

PROPOSAL NUMBER: 61-RFP25002
North Carolina Central University
Attn: Ashley Wages, Director
1801 Fayetteville Street, Shepard Bldg. Rm 208
Durham, NC 27707

CAUTION: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Consultants are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Consultants are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a **signed, original executed proposal response, two [2] of photocopies, [1] un-redacted copies on flash drive and, if required, [1] redacted (Proprietary and Confidential Information Excluded) copies on flash drive** of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Consultant name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Consultant is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Consultant may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the disc: 1) Consultant name; (2) the RFP number; (3) the due date; and (4) the words "Volume One - Technical and Cost Proposal Non-Redacted."

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. Consultant 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 Consultant 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 Consultant 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.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Consultant's proposal(s). Consultants are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Consultants responding to this RFP periodically check the State's eVP 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.

2.8 PROPOSAL CONTENTS

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

Consultant RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) **Cover Letter**, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Consultant agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Consultant's agreement to comply with all instructions, terms and conditions, and attachments, (iv) contact information for Consultant's representative responsible for this RFP, to include name, direct phone number and email address.
- b) **Completed and signed version of all EXECUTION PAGES**, and completed version of any pages requiring Consultant input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) **Approach**. Consultant's Proposal addressing all Specifications of this RFP. Discuss Consultant's understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing the work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work that Consultant believes should be addressed.
- e) Completed version of **ATTACHMENT A: PRICING**
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL CONSULTANT INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY CONSULTANT
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY (if applicable)
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Consultant may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ for 'name of Consultant'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Consultant chooses to respond with various 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.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Consultant(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 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 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 Consultant, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Consultants entitled COMMUNICATIONS BY CONSULTANTS.

Each Consultant 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 Consultant's proposal or qualifications, the content of another Consultant's proposal, another Consultant'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 Consultant not in compliance with this provision shall be disqualified from evaluation and award. A Consultant'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. 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.

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

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 Consultant's offer; the Consultant'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 Consultants 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 Consultant(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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

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

1. Consultant Technical Approach, proposed tasks, and timeline to complete scope of services.
2. Consultant Qualifications and experience as it relates to the scope of services of the RFP and project deliverables.
3. Project Organization
4. Consultant's capability and capacity to perform project.
5. Total cost of proposed services. (Section 4.1)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Consultant shall complete ATTACHMENT F: 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 RFP serves two functions: (1) to advise potential Consultants 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 Consultants 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 Consultant from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the 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 to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and include in Consultant’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 TRAVEL

All travel related expenses shall be included within the costs identified for each Task, as referenced in the Pricing Form. No separate travel expenses will be reimbursed.

4.3 INVOICES

Consultant shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Consultant 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:

Consultant’s Billing Address, Customer Account Number, NC Contract Number, Purchase Order Date, Purchase Order Number, Manufacturer Part Numbers, Consultant 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.

4.4 FINANCIAL STABILITY

As a condition of contract award, the Consultant must certify that it has the financial capacity to perform and to continue to 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.

Each Consultant 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 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. The Contract Manager may require annual recertification of the Consultant's financial stability.

4.5 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 Consultants 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. Consultant shall complete ATTACHMENT D: HUB SUPPLEMENTAL CONSULTANT INFORMATION.

4.6 CONSULTANT EXPERIENCE

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

4.7 REFERENCES

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

4.8 BACKGROUND CHECKS

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

4.9 PERSONNEL

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 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).

Should the Consultant's proposal result in an award, the Consultant 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. Consultant shall further agree that it will 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.

4.10 CONSULTANT'S REPRESENTATIONS

If Consultant's Proposal results in an award, Consultant 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 Consultant'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, 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/or other Deliverables.

4.11 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

4.12 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Pursuant to the North Carolina State Policy on Face Coverings and on Vaccination and Testing, Agencies may require workers who may enter their facilities to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. In addition, the Agency may require Face Coverings in settings that the agency has determined to be high-risk to employees, the public or others. For the purposes of this contract, the Agency has deemed it necessary that the Consultant follow the requirements of this policy and ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Consultant shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

The State reserves the right to publish notice in the future if the policy is no longer effective and does not apply.

4.13 FEDERAL COVID-19 VACCINATION REQUIREMENT

President Biden issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Consultant acknowledges and agrees to comply with the federal COVID-19 vaccination requirements to the extent applicable.

4.14 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.

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

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5.0 SPECIFICATIONS AND SCOPE OF WORK

North Carolina Central University (NCCU) seeks a qualified Strategic Planning Consultant to lead the development of a comprehensive strategic plan. This initiative will include defining the University's mission, vision, and core values, as well establishing and defining strategic goals and objectives for the University's Divisions in the following key areas: academic excellence, student experience, sustainable growth, institutional advancement, operational excellence, and regional development.

5.1 GENERAL OBJECTIVES

The strategic planning process will achieve the following outcomes:

1. Develop a clearly articulated mission, vision, and set of core values that align with NCCU's aspirations and commitments.
2. Define measurable goals and objectives for the University's Divisions within the key focus areas:
 - **Academic Excellence:** Enhance teaching, research, and community engagement.
 - **Student Experience:** Promote student success, satisfaction, and well-being.
 - **Sustainable Growth:** Ensure financial sustainability and resource optimization.
 - **Institutional Advancement:** Strengthen partnerships and philanthropic efforts.
 - **Operational Excellence:** Improve efficiency and effectiveness in operations.
 - **Regional Development:** Expand NCCU's role as a driver of regional innovation and development.
3. Foster campus-wide engagement to ensure buy-in and alignment across stakeholders.

5.2 SPECIFICATIONS / SCOPE OF WORK

The project scope will consist of the following phases, all designed to ensure that NCCU is equipped with the necessary insights and strategic guidance.

Phase 1: Initiation and Assessment

- Conduct an initial meeting with key stakeholders to confirm project scope, deliverables, and timelines.
- Review existing plans, data, and institutional performance metrics.
- Conduct a SWOT analysis and stakeholder analysis.
- Develop a detailed project plan, including a stakeholder engagement framework.

Phase 2: Mission, Vision, and Values Development

- Facilitate workshops and focus groups to define and refine the University's mission, vision, and values.
- Draft and validate statements with input from leadership, faculty, staff, students, alumni, and community partners.

Phase 3: Strategic Goal Development

- Identify strategic goals for each focus area in collaboration with stakeholders.
- Develop measurable objectives aligned with NCCU's priorities.

Phase 4: Stakeholder Engagement and Validation

- Conduct campus-wide surveys and feedback sessions to ensure alignment and inclusivity.
- Refine strategic goals and objectives based on feedback.

Phase 5: Implementation Plan Development

- Design an actionable implementation plan, including roles, responsibilities, timelines, and resource requirements.
- Develop a monitoring and evaluation framework to track progress and outcomes.

Phase 6: Finalization and Approval

- Present the final strategic plan to NCCU leadership and governing bodies for approval.
- Incorporate feedback and produce the final strategic plan document.

5.3 TASKS/DELIVERABLES

The following deliverables are expected from the Consultant as part of this project:

- 1. Initiation and Assessment:**
 - Project plan and timeline
 - Review existing plans, data, and institutional performance metrics.
 - Conduct a SWOT analysis and stakeholder analysis.
 - Develop a detailed project plan, including a stakeholder engagement framework.
- 2. Mission, Vision, and Values Development:**
 - Draft mission, vision, and values statements
 - Summary report on stakeholder feedback
- 3. Strategic Goal Development:**
 - Strategic goals and objectives framework
 - Performance metrics and success indicators
- 4. Stakeholder Engagement and Validation:**
 - Stakeholder engagement summary report
 - Revised strategic framework
- 5. Implementation Plan Development:**
 - Detailed implementation plan
 - Monitoring and evaluation framework
- 6. Finalization and Approval:**
 - Final strategic plan document
 - Presentation materials

5.4 PROJECT ORGANIZATION

Consultant 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 Consultant proposes to staff the work.

5.5 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 section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Consultant, at the request of the State, shall be required to meet periodically every two (2) *weeks* with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Consultant 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 Consultant to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Consultant, 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 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 Consultant 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 Consultant'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.

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

The Offeror shall provide a detail breakdown of Services and detailed line-item costs associated with the Service(s) including expenses to be charged for performing the services necessary to accomplish the tasks included in the Scope of Work for all proposed team members, any expenses necessary to accomplish the tasks and to produce the deliverables under the objectives of this contract. Submit a fully detailed budget including staff costs, hourly rates for all proposed team members, any expenses necessary to accomplish the tasks and produce the deliverables under this contract. Complete and return this Cost Proposal associated with this RFP.

ATTACHMENT B: INSTRUCTIONS TO CONSULTANTS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-Consultants032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

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

ATTACHMENT D: HUB SUPPLEMENTAL CONSULTANT INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Consultant Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Consultant-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY CONSULTANT

Complete and return the Location of Workers Utilized by Consultant, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link:

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/Consultant-forms>

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