



# North Carolina Department of Public Safety

## Purchasing and Logistics

Roy Cooper, Governor  
Casandra Skinner Hoekstra, Interim Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary  
Douglas Holbrook, Chief Financial Officer  
Joanne B. Rowland, Director

# Purchasing & Logistics

  

## IMPORTANT BID ADDENDUM

July 30, 2021

**FAILURE TO RETURN THIS ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS  
MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):**

Bid Number: **19-RFP-015398-DAD**

SERVICE: Development of Resilience Project Portfolios

ADDENDUM Number: 1

USING AGENCY: NCORR

PURCHASER: Angie Dunaway

OPENING DATE/TIME: **August 12, 2021 at 2:00 pm ET**

**INSTRUCTIONS:**

**Below are the responses to questions submitted by the due date and time for the above RFP.**

| Question # | Reference                 | Question(s)   | Answer(s)  |
|------------|---------------------------|---|--|
| 1          | Section 19 Sustainability | Section 19. Sustainability, 3 <sup>rd</sup> bullet states "Use of oversized paper is strongly discouraged unless necessary for clarity or legibility."<br><br><b>If we are pursuing all 9 regions can our organization chart be 11x17 paper size?</b> | Yes, if oversized paper is necessary for clarity or legibility it is acceptable. |
| 2          | General                   | Will the selected Vendor be allowed to pursue design services for the projects selected for the portfolios or will the vendor be conflicted out?  | Conflicts of interest will be assessed on a case-by-case basis.                  |

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| Question # | Reference  | Question(s)  | Answer(s)   |
|------------|------------|--|---|
| 3          | General    | How does NCORR define vulnerability assessments? For example, are the vulnerability assessments focused on asset vulnerability, or are they intended to focus on community vulnerability and resilience?   | For the purposes of this RFP and project execution vulnerability assessment includes both asset and community vulnerability as outlined in Task 3(b).   |
| 4          | General    | Regarding the regional participants, are these already identified, or is that included in this scope and to be completed by the selected vendor?   | The regional participants include the regional lead, the regional partnership, and the regional coach, as outlined in the RFP. NCORR will identify the regional lead and the Rural Center will contract with the regional coach. Regional partnership members will be identified through recruitment by the regional lead and NCORR. The vendor may include strategies related to expanding the group of identified regional participants in the stakeholder engagement plan. |
| 5          | C.1.d / 54 | Will the State consider including a more clearly defined Standard of Care applicable to general industry standards, similar to: "Consultant shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of Consultant's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at Consultant's own expense, provided that Consultant is notified by the State, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof. CONSULTANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE." | No.   |
| 6          | C.2.b / 54 | Can the following clarification language relating to early termination be added: "If   | No.   |

| Question # | Reference | Question(s)   | Answer(s)   |
|------------|-----------|---|---|
|            |           | <p>Agreement is to be terminated for cause, Consultant shall be provided a written Notice to Cure affording Consultant ten (10) days to address any alleged deficiencies specified in the Notice prior to commencing with termination process. If Agreement is terminated early, Consultant shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with such early termination."</p>  |   |
| 7          | C.9 / 59  | <p>Is it possible for invoices to be paid in the form of a check in lieu of payment made via procurement card?</p>  | <p>The awarded Vendor(s) will be issued a purchase order via the North Carolina eProcurement System. A procurement card will not be used pursuant to this contract.</p> |
| 8          | C.16 / 62 | <p>Will the State consider revising the indemnity provision to be consistent with and include reference to the applicable State Statute, similar to the following: "To the maximum extent allowed by law per N.C.G.S.A. § 22B-1, the Consultant shall indemnify, and hold the State, its officers and employees, harmless from and against all Charges claimed by third parties to the extent proximately caused by the professional negligence of the Consultant or its derivative parties in connection with the performance of this Agreement, provided the Consultant is notified in writing within 30 days from the date the State has knowledge of such claims. In performing its duties under this subsection "Charges" refers to costs, damages, losses, and expenses, including reasonable attorney's fees and court costs assessed as part of any such item."</p> | <p>No.</p>  |
| 9          | C.16 / 62 | <p>Will the State also consider including a mutual waiver of consequential damages for the protection of both parties, similar to: "Notwithstanding anything to the contrary, neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, punitive, liquidated, incidental, delay, indirect or consequential damages of any kind including but not limited to lost profits or</p>   | <p>No.</p>  |

| Question # | Reference                                     | Question(s)  | Answer(s)  |
|------------|---|--|--|
|            |   | loss of use, loss of access, that may result from this Agreement, or out of any goods or services furnished hereunder."  |  |
| 10         | Section 2.7 Proposal Contents, Page 11 of 83  | The RFP states "Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Listed below as a courtesy are attachments that require completion and/or signature. All pages of the RFP should be returned.<br><br>Do you want just the attachments that require vendor to provide information or the entire RFP to be submitted with our proposal? | All pages of the RFP should be returned.<br><br>The electronic (flash drive) shall be an exact replica of the signed hardcopy.                                   |
| 11         | Section 2.7 Proposal Contents, Page 11 of 83  | Section h) asks for Vendor's Proposal.<br><br>Does this mean the evaluation criteria, such as: Firm's Experience, Personnel Qualifications, Proposed Plan & Project Timeline to Meet the Scope of Work, and Cost?  | Yes, the Vendor's Proposal shall contain all required information/documentation.<br><br>Pricing shall be provided on Attachment A: Pricing.                      |
| 12         | Section 2.4 RFP Schedule, Page 9 of 83        | In order to prepare a more beneficial response for the State, would the State consider extending the deadline to submit proposals until or 8/26/21 at 2:00pm?  | RFP opening date remains August 12, 2021. This is to ensure a target completion date of July 2022, in compliance with the federal grant that funds this project. |
| 13         | Section 2.7 Proposal Contents, Page Number 11 | Where it says, "all pages of RFP should be returned," does that mean all pages you reference after that line (a-h), all 83 pages of the original RFP, or all 134 pages of the entire PDF document?   | See answer to question #10.  |

**Execute Addendum:**

VENDOR: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

NAME and TITLE (Print or Typed): \_\_\_\_\_