



April 2020 Offshore Renewables Local Supply Chain Initiative

Request for Proposals (RFP)

For

New Bedford Ocean Cluster Offshore Renewables Local Supply Chain Consultant

Background

The NBOC was formally established in the fall of 2017, with the New Bedford Port Authority and Spherical Analytics, an IoT technology firm as founding partners. Thereafter, the NBOC formally became a member of the Iceland Ocean Cluster Network, which includes clusters in Portland, ME; Seattle, WA; Connecticut, Alaska, Norway and Iceland.

The NBOC has four pillars that reflect the blue economy in New Bedford:

1. Commercial fishing and processing innovation
2. Integrating new technology like IoT in traditional marine industries
3. Aquaculture
4. Offshore renewable energy

The NBPA is seeking an offshore renewables Supply Chain consultant to further the work and goals of the NBOC, making the Port of New Bedford the first port of call for the offshore renewables industry and the model for local supply chain integration.

Project Goals/Scope of Services

The offshore renewables Local Supply Chain consultant will develop a network of New Bedford-based businesses ripe to enter the existing offshore renewables supply chain, while serving as a clearinghouse for business-to-business interaction and as the leading convener of the maritime businesses. The consultant will leverage the port's unique infrastructure and maritime know-

how to attract investment and support the formation and growth of ocean economy businesses. Ultimately, we hope the NBOC Offshore Renewables component will become the model for other ports to facilitate commercial collaboration between port local marine-based businesses and existing businesses working within the offshore renewables sector.

The NBOC will work collaboratively with a range of partners around the world to establish New Bedford as the central cluster of the offshore renewables industry on the East Coast that includes the major facets of the industry such as port services, construction, training, research, engineering, front office and manufacturing, and will ensure the growth of offshore renewables is compatible with the growth of the commercial fishing industry.

Term

The contract period for the winning bidder of this RFP will be for two years beginning upon execution of a contract, with potential for an option to extend for an additional year. It is estimated that approximately 20-40 hours per week of support will be needed each fiscal year (this will be ultimately determined by the bidder's hourly rate and the NBPA's work needs).

Strategy/Plan to Provide Services

Respondents are required to submit two separately sealed bid documents:

- (1) A Consultant Proposal** that lays out a clear, detailed plan to achieve the Project Goals/Scope of Services as outlined and meets the Evaluation Criteria as outlined in RFP
- (2) A Price Proposal** that provides a clear budget, including clear time commitment, rate calculation, and payment schedule that reflects the scope of the respondent's strategy as outlined.

At a minimum, the respondent must provide the following information which will be rated as outlined in the Evaluation Criteria section below:

Proposal:

1. Experience working directly or indirectly within the offshore renewables sector, with a focus on the offshore wind industry
2. Demonstrable knowledge of the American market for offshore renewables and how New Bedford-based businesses can benefit from this market
3. A proposed strategy to grow the NBOC as an organization and to develop a network tailored to maximizing local commercial involvement in the offshore renewables sector
4. A proposed strategy identifying how New Bedford-based businesses can tap into opportunities within the existing offshore renewables supply chain
5. Working knowledge of the regulatory aspects of the offshore renewables industry and how it impacts the commercial fishing industry, and a proposed strategy identifying

ways the two industries can coexist and mutually benefit from the development of offshore renewables

6. Excellent communication and marketing skills
7. References

Price Proposal

1. Provide a clear budget, including clear time commitment, rate calculation, and payment schedule that reflects the scope of the respondent's strategy as outlined

Evaluation Criteria & Rule for Award

The NBPA will select the responsive and responsible consultant submitting the most advantageous proposal, taking into consideration the consultant's experience, proposed strategy, references, as well as the proposal price.

Highly Advantageous will be scored 5 points, *Advantageous* will be scored 2 points and *Unacceptable* will be scored 0 points.

1. Experience working directly or indirectly within the offshore renewables sector

Criteria: Experience

Highly Advantageous: Respondent has 5 or more years' experience working directly or indirectly within the offshore renewables sector

Advantageous: Respondent has 2 or more years' experience working directly or indirectly within the offshore renewables sector

Unacceptable: Respondent has fewer than 2 years' experience working directly or indirectly within the offshore renewables sector

2. Demonstrable knowledge of the American market for offshore renewables

Criteria: Strategy - American Market

Highly Advantageous: Respondent's proposal will outline how their proposed strategy works specifically within the American market for offshore renewables as currently trending

Advantageous: Respondent's proposal will refer to the American market for offshore renewables but will not specifically identify how their proposed strategy fits into the market

Unacceptable: Respondent's proposal does not refer to the American market for offshore renewables

3. Experience growing an organization or network tailored to maximizing local commercial involvement in the offshore renewables sector

Criteria: Strategy - Developing Network

Highly Advantageous: Respondent provides a proposal with clearly stated "SMART" goals: specific, measurable, achievable, realistic, and timely

Advantageous: Respondent provides a proposal with goals that lack clarity, metrics, and timelines

Unacceptable: Respondent provides a proposal that does not include goals

4. Demonstrable knowledge of potential opportunities within the offshore renewables supply chain for New Bedford-based businesses

Criteria: Strategy - Local Businesses

Highly Advantageous: Respondent provides specific and clear examples of how New Bedford-based businesses could integrate into the offshore renewables sector

Advantageous: Respondent provides vague and unrelated examples of how New Bedford-based businesses could integrate into the offshore renewables sector

Unacceptable: Respondent provides no clear or relevant examples of how New Bedford-based businesses could integrate into the offshore renewables sector

5. Working knowledge of the regulatory aspects of the offshore renewables industry and how it impacts the commercial fishing industry

Criteria: Strategy - Collaboration with Fishing

Highly Advantageous: Respondent provides a clear, realistic, and achievable strategy of how the development of a local offshore wind supply chain in New Bedford will integrate with, and complement, New Bedford's commercial fishing industry

Advantageous: Respondent provides a vague, non-realistic, and unachievable strategy of how the development of a local offshore wind supply chain in New Bedford will integrate with, and complement, New Bedford's commercial fishing industry

Unacceptable: Respondent provides no strategy of how the development of a local offshore wind supply chain in New Bedford will integrate with, and complement, New Bedford's commercial fishing industry

- 6. Excellent communication, engagement and marketing skills: the consultant will be representing the Port of New Bedford in various marketing and promotional capacities, potentially including on panels, at speaking events, etc..., as well as identifying opportunities for the Port Director and/or Mayor of New Bedford to promote and market the City of New Bedford, New Bedford Port Authority, and/or New Bedford Ocean Cluster**

Criteria: Experience and success of engagement and communication

Highly Advantageous: Respondent provides a list of 6 or more events or strategies they coordinated, along with specific measurements of success (participation, a portfolio of the marketing collateral or other methods used to coordinate the event or strategy)

Advantageous: Respondent provides a list of fewer than 6 events or strategies they coordinated along with specific measurements of success (participation, a portfolio of the marketing collateral or other methods used to coordinate the event or strategy)

Unacceptable: Respondent provides a list of fewer than 2 events or strategies they coordinated along with specific measurements of success (participation, a portfolio of the marketing collateral or other methods used to coordinate the event or strategy)

7. References

Highly Advantageous: Respondent provides 3 or more references from leaders working within the offshore renewables sector who can speak to the respondent's ability to execute the Consultant Proposal

Advantageous: Respondent provides fewer than 3 references from leaders working within the offshore renewables sector who can speak to the respondent's ability to execute the Consultant Proposal

Unacceptable: Respondent provides no references from leaders working within the offshore renewables sector who can speak to the respondent's ability to execute the Consultant Proposal

8. Price Proposal

Criteria: Price

Highly Advantageous: Respondent provides a clear budget, including clear time commitment, rate calculation, and payment schedule that reflects the scope of the respondent's strategy as outlined

Advantageous: Respondent provides a budget that reflects the scope of the respondent's strategy as outlined, but does not provide sufficient detail

Unacceptable: Respondent provides a budget that does not reflect the scope of the respondent's strategy as outlined and does not provide sufficient detail

Bid Response Requirements

The bidder will provide the following required information in order to demonstrate that the bidder has the experience and knowledge needed to successfully complete the project:

Consultant Proposal

1. A brief cover letter introducing yourself or your organization
2. Detailed resume highlighting experience as outlined in the Evaluation Criteria
3. A clear and detailed strategy that fulfills the Project Goals/Scope of Services that meet the Evaluation of Criteria
4. Portfolio of experience as outlined in the Evaluation Criteria
5. At least 3 references from leaders working within the offshore renewables sector
6. Signed Certification of Non-Collusion form (attached)

Price Proposal

1. The consultant's cost details: number of hours to implement proposal, rate, and payment schedule per year over a two-year period

Response Deadline and Instructions for Submission

The **Consultant Proposal** and **Price Proposal** are to be submitted no later than 4:00pm on May 26, 2020. Late responses will not be reviewed or considered.

Proposal submissions must be clearly marked "Consultant Proposal" and "Price Proposal," and mailed in two separate packages to 52 Fisherman's Wharf, New Bedford, MA 02740 no later than **4:00pm on May 26, 2020**.

The following information must appear on each submission:

Consultant's Name:

Proposal: 2020 NBOC Offshore Renewables Consultant

The proposal contents will not be disclosed until the evaluation process is completed, or until the time for acceptance specified in the RFP, whichever occurs first. After the submission deadline for proposals, the NBPA shall prepare a register of proposals for public inspection.

Award Date

The contract will be awarded within 45 days of the submission deadline.

Inquiries

Questions regarding this RFP are to be emailed to abigail.hevey@newbedford-ma.gov no later than May 13, 2020.

Corrections/Modifications/Withdrawals

An offeror may correct, modify, or withdraw a proposal by written notice received in the office designated herein for proposal submission prior to the time set for the opening of proposals. After the opening, a firm may not change the price or any other provision of the proposal in a manner prejudicial to the interest of the NBPA or to fair competition. The NBPA shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended offer are clearly evident on the face of the document, the NBPA shall correct the mistake to reflect the intended correct offer and so notify the offeror in writing, and the offeror may not withdraw the offer. The NBPA may permit an offeror to withdraw an offer if a mistake is evident on the face of the Document but the intended correct offer is not similarly evident.

Attachments

- Certification of Non-Collusion form
- Contracts/Terms and Conditions

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

NEW BEDFORD PORT AUTHORITY

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made as of _____, by and between [New Bedford Port Authority], a public instrumentality (the "NBPA"), and _____ ("Consultant").

1. **Consulting Relationship.** During the term of this Agreement, Consultant will provide consulting services to the NBPA as described on Exhibit A hereto (the "Services"). Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant's reasonable efforts to perform the Services such that the results are satisfactory to the NBPA.

2. **Fees.** As consideration for the Services to be provided by Consultant and other obligations, the NBPA shall pay to Consultant the amounts specified in Exhibit B hereto at the times specified therein.

3. **Expenses.** Consultant shall not be authorized to incur on behalf of the NBPA any expenses and will be responsible for all expenses incurred while performing the Services [except as expressly specified in Exhibit C hereto] unless otherwise agreed to by the NBPA's Port Director, which consent shall be evidenced in writing for any such expenses in excess of \$_____. As a condition to receipt of reimbursement, Consultant shall be required to submit to the NBPA reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

4. **Term and Termination.** Consultant shall serve as a consultant to the NBPA for a period commencing on _____ and terminating on _____, or (b) the date Consultant shall have been paid the maximum amount of consulting fees as provided in Exhibit B hereto.

Notwithstanding the above, either party may terminate this Agreement at any time upon 5 business days' written notice. In the event of such termination, Consultant shall be paid for any portion of the Services that have been performed prior to the termination.

Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, including but not limited to Consultant's obligations under the Invention Assignment Agreement between the NBPA and Consultant referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within 5 business days after having received written notice by the non-breaching party of the breach or default.

5. **Independent Contractor.** Consultant's relationship with the NBPA will be that of an independent contractor and not that of an employee.

6. **Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Company, and Consultant shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to the Company.

(a) **No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant and its Assistants have no authority to enter into contracts that bind the NBPA or create obligations on the part of the NBPA without the prior written authorization of the Company.

(b) **No Benefits.** Consultant acknowledges and agrees that Consultant and its Assistants shall not be eligible for any NBPA employee benefits and, to the extent Consultant otherwise would be eligible for any NBPA employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its employees) hereby expressly declines to participate in such NBPA employee benefits.

(c) **Taxes; Indemnification.** Consultant shall have full responsibility for all applicable taxes for all compensation paid to Consultant or its Assistants under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the NBPA harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the NBPA by the relevant taxing authorities with respect to any compensation paid to Consultant or its Assistants or any liability related to the withholding of such taxes.

7. **Supervision of Consultant's Services.** All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's Executive Director. Consultant will be required to report to the Executive Director concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Executive Director. The Consultant is representing the Port of New Bedford in its work and may under direction of the Executive Director partake in speaking engagements or other public activities on behalf of the Port of New Bedford.

8. **Consulting or Other Services for Competitors.** Consultant represents and warrants that Consultant does not presently perform or intend to perform, during the term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the NBPA during the term of the Agreement (except for those companies, if any, listed on Exhibit E hereto). If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify the NBPA in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the NBPA to determine if such work would conflict with the terms of this Agreement, the interests of the NBPA or further services which the NBPA might request of Consultant. If the NBPA determines that such work conflicts with the terms of this Agreement, the NBPA reserves the right to terminate this Agreement immediately. In no event shall any of the Services be performed for the NBPA at the facilities of a third party or using the resources of a third party.

9. **Conflicts with this Agreement.** Consultant represents and warrants that neither Consultant nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the NBPA or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or incorporate into any deliveries provided to the NBPA herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

10. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The NBPA may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(i) **Electronic Delivery.** The NBPA may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the NBPA or a third party designated by the Company.

[Signature Page Follows]

The parties have executed this Agreement as of the date first written above.

THE COMPANY:

[NBPA]

By: _____
(Signature)

Name: _____

Title: _____

Address:

United States

CONSULTANT:

(PRINT NAME)

(Signature)

Address:

Email: _____

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

See attached Scope of Work

EXHIBIT B

COMPENSATION

Check applicable payment terms:

- For Services rendered by Consultant under this Agreement, the NBPA shall pay Consultant at the rate of \$____ per hour, payable _____. Unless otherwise agreed upon in writing by Company, Company's maximum liability for all Services performed during the term of this Agreement shall not exceed \$_____.
- Consultant shall be paid \$_____ upon the execution of this Agreement and \$_____ upon completion of the Services specified on Exhibit A to this Agreement.
- The NBPA will recommend that the Board grant a non-qualified option to purchase _____ shares of the Company's Common Stock, at an exercise price equal to the fair market value (as determined by the Company's Board of Directors) on the date of grant, and which will vest and become exercisable as follows:

Although management of the NBPA will recommend to the Company's Board of Directors that you be granted the option on the terms set forth herein, by execution of this Agreement, you acknowledge that you have no right to receive the option, or any right to have the option subject to the specific terms set forth herein, unless the grant is approved by the Company's Board of Directors.

- Other:

EXHIBIT C

ALLOWABLE EXPENSES

EXHIBIT D

**LIST OF COMPANIES
EXCLUDED UNDER SECTION 8**

___ No conflicts

___ Additional Sheets Attached

Signature of Consultant: _____

Print Name of Consultant: _____

Date: _____

