

TITLE: FULL DELIVERY PROJECTS TO PROVIDE STREAM AND WETLAND MITIGATION WITHIN THE TARGETED WATERSHEDS FOR CATALOGING UNIT 03030002 OF THE CAPE FEAR RIVER BASIN AS DESCRIBED IN THE SCOPE OF WORK

Bidder/Offeror:_____

THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT YOUR BID TO REJECTION.

ATTENTION:

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number BELOW:

US Company: Federal Employer Identification No._____

OR

US Citizen: Social Security No._____

OR

Outside US: Business ID No._____

Pursuant to N.C.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.

STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS (RFP)

RFP # 16-002822

TITLE: FULL DELIVERY PROJECTS TO PROVIDE STREAM AND WETLAND MITIGATION WITHIN THE TARGETED WATERSHEDS FOR CATALOGING UNIT 03030002 OF THE CAPE FEAR RIVER BASIN AS DESCRIBED IN THE SCOPE OF WORK

USING DEPARTMENT: DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES

ISSUE DATE: *November 24, 2009*

ISSUING AGENCY: DENR - ECOSYSTEM ENHANCEMENT PROGRAM

CLOSING DATE: *March 5, 2010 – 10:00 A.M. (EASTERN STANDARD TIME)*

Sealed Proposals subject to the conditions made a part hereof will be received until the specified closing date and time noted above for furnishing services described herein. **It is the offeror's responsibility to ensure that offeror's proposal is in the office of the Issuing Agency by the date and time noted above.** If delivery of a proposal is anytime after the established closing date and time, delivery of the proposal will be accepted; however, the proposal will not be opened and will be deemed non-responsive. A time beginning at 8:30 a.m. (Eastern Standard Time) on March 5, 2010 has been established for dropping off proposals before the closing time to ensure delivery and receipt of boxes in a timely manner.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

IF DELIVERED BY "US POSTAL SERVICE" Address as below:	IF DELIVERED BY ANY OTHER MEANS (UPS/FEDEX/ETC.) Address as below:
RFP # 16-002822 SEALED BID NC ECOSYSTEM ENHANCEMENT PROGRAM ATTN: KIMBERLY WILLIAMS 1652 MAIL SERVICE CENTER RALEIGH NC 27699-1652	RFP # 16-002822 SEALED BID NC ECOSYSTEM ENHANCEMENT PROGRAM ATTN: KIMBERLY WILLIAMS 2728 CAPITAL BLVD SUITE 1H103 RALEIGH NC 27604
IF PROPOSALS ARE TO BE HAND DELIVERED, IT IS RECOMMENDED THEY BE DELIVERED AT LEAST ONE HOUR BEFORE THE CLOSING TIME OF THIS RFP TO 2728 CAPITAL BLVD, SUITE 1H 103, RALEIGH, NC 27604.	

NOTE: A MANDATORY PREPROPOSAL CONFERENCE will be held to clarify all information contained within this Request For Proposals (RFP) and to provide information relative to specific requirements. All offerors intending to respond to the RFP MUST attend the mandatory preproposal conference and must sign-in prior to the start of the conference and sign-out after its conclusion. Proposals will not be accepted from offeror's that did not attend the conference. Each offeror is permitted to send no more than (2) people to the conference. Only one (1) representative per offeror is allowed to sign both the sign-in and sign-out sheet (the representative that signed in must also sign out). This representative will be the contact person for the respective offeror.

The mandatory preproposal conference is scheduled for **December 9, 2009 beginning at 9:00 a.m. (Eastern Day-Light Saving Time)** in the NC Ecosystem Enhancement Programs Large Conference Room located at 2728 Capital Blvd, Suite 1H103, Raleigh, NC 27604. Participants must enter through the main entrance and sign in at the Customer Service Desk. Participants will be required to provide a picture ID for entrance into the building. Parking is limited.

WRITTEN QUESTIONS: Prospective offerors are encouraged to submit their written questions for this RFP in advance of the Preproposal Conference to Kimberly Williams via email (kim.williams@ncdenr.gov) or by FAX (919) 715-2219. **Written** questions concerning the specifications in this Request for Proposals will be received in this office until **December 16, 2009**. **NO QUESTIONS WILL BE ACCEPTED AFTER THIS DATE AND TIME. PLEASE REFER TO SECTION 3 FOR MORE DETAILS PERTAINING TO QUESTIONS.**

Direct all inquiries concerning this RFP via written format to: **KIMBERLY WILLIAMS - ECOSYSTEM ENHANCEMENT PROGRAM**
Phone No. (919) 715-7572 FAX No. (919) 715-2219
Email: kim.williams@nc.denr.gov

A summary of all questions and answers will be posted on the Internet as an addendum, located under **RFP # 16-002822**. **It is the offeror's responsibility to continuously check for addenda to assure that all addenda have been reviewed and, if required, signed and returned within the sealed technical proposals.** (Exception to this rule is that the addendum was not posted until after the sealed technical proposal was delivered to EEP, in which case, the addendum will be accepted in a separate sealed envelope and marked accordingly).

IMPORTANT NOTE: Please refer to *Section 9* of this RFP for required proposal format. Offers submitted via telegraph, facsimile (FAX) machine, telephone, and e-mail in response to this Request for Proposals **will not be accepted**.

**REQUEST FOR PROPOSALS
FOR FULL DELIVERY PROJECTS TO PROVIDE STREAM AND WETLAND
MITIGATION WITHIN THE TARGETED WATERSHEDS FOR CATALOGING UNIT 03030002
OF THE CAPE FEAR RIVER BASIN AS DESCRIBED IN THE SCOPE OF WORK**

CONTENTS

SECTION 1.	DEFINITIONS
SECTION 2.	INTRODUCTION
SECTION 3.	QUESTIONS/ANSWERS
SECTION 4.	MITIGATION REQUESTED
SECTION 5.	SCOPE OF WORK
SECTION 6.	CONTRACT PERIOD
SECTION 7.	PAYMENT SCHEDULE
SECTION 8.	CONTRACT ADMINISTRATOR
SECTION 9.	TECHNICAL PROPOSAL FORMAT AND CONTENT
SECTION 10.	PROPOSAL REVIEW AND RANKING
SECTION 11.	IMPORTANT INFORMATION
SECTION 12.	PERFORMANCE GUARANTEE
SECTION 13.	SEALED COST PROPOSAL
SECTION 14.	THE PROCUREMENT PROCESS
SECTION 15.	GENERAL INFORMATION ON SUBMITTING PROPOSALS
SECTION 16.	NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
SECTION 17.	EXECUTION OF PROPOSAL BY OFFEROR

THE FOLLOWING EXHIBITS/DOCUMENTS CAN BE FOUND AT THE FOLLOWING WEB SITE:

<http://www.nceep.net/business/rfps.htm>

-  EEP MITIGATION PLAN TEMPLATE – Version 1.0 (11/20/09)
-  EEP BASELINE MONITORING DOCUMENT TEMPLATE - Version 1.0 (11/19/09)
-  EEP MONITORING REPORT TEMPLATE – Version 1.2.1 (12/1/09)
-  CATEGORICAL EXCLUSION ACTION CLASSIFICATION FORM
-  INTERACTIVE PURCHASING SYSTEM WEBSITE
-  MAP OF NORTH CAROLINA 8-DIGIT CATALOGING UNITS
-  WATERSHED RESTORATION PLANS
-  MAPS SHOWING TARGETED LOCAL WATERSHEDS
-  STREAM MITIGATION GUIDELINES
-  GUIDELINES FOR RIPARIAN BUFFER RESTORATION
-  CONSERVATION EASEMENT FOR FULL DELIVERY PROJECTS
-  STAGES OF PROJECT IMPLEMENTATION
-  SURVEY GUIDELINES FOR EEP PROJECTS
-  PUBLIC NOTIFICATION TEMPLATE
-  2006 VEGETATION MONITORING PROTOCOL
-  FEMA FLOODPLAIN CHECKLIST

Section 1. DEFINITIONS

Adjusted Unit Cost – The **Unit Cost** of a **Site** divided by the **Site Rating**; units are Dollars per **Wetland Mitigation Unit (“WMU”)**, **Stream Mitigation Unit (“SMU”)**, or **Buffer Mitigation Unit (“BMU”)**. See **Unit Cost**, below.

Agencies – The regulatory and advisory units of the state and federal government in North Carolina which are involved in permitting and/or commenting on proposed activities in wetlands, streams, or riparian areas and in approving and/or commenting on proposed compensatory wetland, stream, or buffer mitigation.

As-Built Drawings – Scale drawings depicting the final configuration, dimensions, and locations of all pertinent features of a **Site** after all implementation activities have been completed.

Baseline Monitoring Document – A written document, supplemented with graphics (including as-built drawings), that describes in detail the implemented mitigation site, the goals established for the project, how it was implemented, how it will be monitored, the amount of mitigation units the project will generate, and the criteria by which its success will be determined. The Baseline Monitoring Document must follow the **EEP Baseline Monitoring Document Template – Version 1.0 (11/19/09)** available at: <http://www.nceep.net/business/rfps.htm>

Cataloging Unit (“CU”) – A geographic area representing part or all of a River Basin and identified by an 8-digit number as depicted on the “Hydrologic Unit Map – 1974, State of North Carolina, published by the U.S. Department of Interior, Geological Survey”.

Categorical Exclusion – Categories of actions that do not individually or cumulatively have a significant effect on the human or natural environment and for which, therefore, neither an Environmental Assessment nor an Environmental Impact Statement is required.

Categorical Exclusion Action Form and Document – An abbreviated environmental document, prefaced by an Action Form, that briefly describes the mitigation site, the plan for its implementation, and documents that it will have minimal or no impact on the environment.

Coastal Wetland – As defined in North Carolina Administrative Code, Title 15A Chapter 7, COASTAL MANAGEMENT, Subchapter 7H .0205, available at: <http://www.nccoastalmanagement.net/Rules/Text/t15a-07h.0100.pdf>

Closing Date – The location, date, and time that the **Sealed Technical Proposal** and **Sealed Cost Proposal** must be delivered to **EEP**. Proposals will not be accepted by EEP after the closing date/time.

Conservation Easement – A restriction landowners voluntarily place on specified uses of their property to protect its natural, productive, or cultural features. It is recorded as a written legal agreement between the landowner and the “holder” of the easement. *The State of North Carolina must receive directly from the landowner a conservation easement as prepared and facilitated by the full delivery provider for all Ecosystem Enhancement Program full delivery projects.*

Contiguous - Sharing an edge or boundary; touching; adjacent.

Contractor - A private agency, corporation, firm, organization, business, or individual, who enters into a **Contract** with the **Department**.

Credit – A unit of measure (e.g., a functional or a real measure or other suitable metric) representing the accrual or attainment of aquatic functions at a compensatory mitigation site, as approved by the regulatory agencies. The measure of aquatic functions is based on the resources restored, established, enhanced or preserved. Credits may be produced through the successful implementation of an approved **fully executed Mitigation Banking Instrument**. For the purposes of this RFP, a credit is equivalent to a mitigation unit, i.e. a Stream Credit is equal to a Stream Mitigation Unit.

Credit Release Schedule - The timeline established in the executed Mitigation Banking Instrument for the periodic release of mitigation credits based upon the successful implementation of the approved Restoration or Mitigation Plan, including construction and post-construction monitoring.

Delivery Address – The physical address to which the **Sealed Technical Proposal** and **Seal Cost Proposal** must be mailed or hand-delivered prior to the **Closing Date**.

Department – The North Carolina Department of Environment and Natural Resources.

DOA/P&C – Department of Administration, Division of Purchase and Contract.

DPS –Division of Purchase and Services, Department of Environment and Natural Resources.

EEP – The North Carolina Ecosystem Enhancement Program.

Hydrologic Unit (“HU”) – A geographic area representing a portion of a Cataloging Unit as depicted on the “Hydrologic Unit Map – 1974, State of North Carolina, published by the U.S. Department of Interior, Geological Survey,” and identified by a 14-digit number.

Intermittent Stream – A well defined channel that contains water for only part of the year, typically during winter and spring when the aquatic bed is below the water table. The flow may be heavily supplemented by stormwater runoff. An intermittent stream should score at least 19 points using the NC Division of Water Quality Classification Manual, Version 2.0, January 19, 1999. This manual can be found at:
http://h2o.enr.state.nc.us/ncwetlands/intermittent_perennial.html

Interagency Review Team (IRT) - An interagency group of federal, tribal, state, and/or local regulatory and resource agency representatives that review documentation for, and advises the USACE district engineer on the establishment and management of a mitigation bank or an in-lieu fee program.

IRT –See Interagency Review Team

Jurisdictional Wetland - A wetland as defined in the 1987 Corps of Engineers Wetlands Delineation Manual.

Mitigation – The term **mitigation**, when used throughout this RFP and any subsequent contracts that may be executed is **Compensatory Mitigation**. **Compensatory Mitigation** is defined as those mitigation activities implemented after all practicable measures to **Avoid** and **Minimize** adverse impacts to waters of the United States have been carried out.

Mitigation Bank – A site or suite of sites where resources (e.g. wetlands, streams, riparian areas) are restored established, enhanced and/or preserved for the purpose of providing compensatory mitigation as defined and established in 33 CFR Part 332 Section 332.2 published in April 2008. Use and Operation of Mitigation Banks (Federal Register April 10,2008, Volume 70, Number 73, pp 19594-19705).

http://www.epa.gov/owow/wetlands/pdf/wetlands_mitigation_final_rule_4_10_08.pdf

Mitigation Banking Instrument (MBI)– the legal document for the establishment, operation, and use of a Mitigation Bank.

Mitigation Banking Review Team (MBRT)- An interagency group of federal, tribal, state, and/or local regulatory and resource agency representatives which are signatory to a banking instrument and oversee and establishment, use and operation of a mitigation bank.

Mitigation Plan – A written document, supplemented with graphics, which describes: the existing site conditions, the goals and objectives of the project and other pertinent information. The Mitigation Plan is developed and submitted prior to the implementation of the project. The Mitigation Plan must follow the **EEP Mitigation Plan Template – Version 1.0 (11/20/09)** available at:
<http://www.nceep.net/business/rfps.htm>

Monitoring Report – A written document, supplemented with graphics due on December 1st of each year during the Five (5) year monitoring period following the completion of construction. This report contains results of the measured success criteria as defined in the Baseline Monitoring Document. The Monitoring Report must follow the **EEP Monitoring Report Template - Version 1.2.1 (12/1/09)** available at: <http://www.nceep.net/business/rfps.htm>

NCDENR – The North Carolina Department of Environment and Natural Resources.

NCWRP – The North Carolina Wetlands Restoration Program.

Non-Riparian Wetland – an area underlain with hydric soils that has developed and is located in interstream divide physiographic areas. The hydrology of non-riverine wetlands is driven by precipitation and is characterized by groundwater being at or near the surface for much of the year. Must meet US Army Corps of Engineers wetlands definition (33 CFR 328.3(b)).

Offeror – A private agency, corporation, firm, organization, business, or individual offering to provide qualified professional or specialized services to the **Department**; if two or more private agencies, corporations, organizations, businesses or individuals join together in a prime contractor/sub-contractor relationship to submit a **Proposal**, the **Department** will consider the prime contractor to be the **Offeror**; only the **Offeror** may enter into a **Contract** with the **Department**.

PRC – See **Proposal Review Committee**.

Performance Bond – A financial instrument to be obtained by any **Offeror** with which the **Department** enters into a contract to guarantee completion of the **Scope of Services**.

Perennial Stream – A well-defined channel that contains water year round during a year of normal rainfall, with the aquatic bed located below the water table for most of the year. A perennial stream should score at least 30 points using the NC Division of Water Quality Stream Classification Manual, Version 2.0, January 19, 1999. This manual can be found at: http://h2o.enr.state.nc.us/ncwetlands/intermittent_perennial.html

Prior Converted Cropland – Areas defined by the Natural Resources Conservation Service (Section 512.15 of the National Food Security Act Manual, August 1988) as wetlands which were both manipulated (drained or otherwise physically altered to remove excess water from the land) and cropped before 23 December 1985, to the extent that they no longer exhibit important wetland values.

Project Milestone – A deliverable, such as a document or completed action, that signifies the end of a task in the **Scope of Services**.

Property – A **Site** may be comprised of one of more pieces of real **Property** owned by one or more individuals, agencies or corporations.

Proposal – The response to the **RFP** from an interested **Offeror** consisting of a signed **Sealed Cost Proposal** and a **Sealed Technical Proposal**.

Proposed Project - a site that is in a pre-construction state and that is not associated with, or a part of, an approved (signed, fully executed) Mitigation Banking Instrument by the closing date of this RFP.

Proposal Rating ("PR") – A number between 0.0 and 1.25 that is calculated by the **PRC** for each **Proposal** based upon the evaluation of the **Proposal** by the **PRC**. The **PR** is established by multiplying the sum of points in Table 2 (Proposal Evaluation Criteria) by 0.01.

Proposal Review Committee ("PRC") - A committee established by the **EEP** to review and evaluate each **Proposal** received and to make recommendations to the EEP Director and Contract Administrator.

Public Meeting – A meeting or informational workshop arranged and run by the **Offeror** to inform the public about a proposed Project.

Qualifications Section – A section of the **Technical Proposal** that includes resumes of key staff members (including any subcontractors and/or consultants used) and past project experience.

Release of Credits – means a determination by the USACE district engineer in consultation with the IRT, that credits associated with an approved mitigation plan are available for sale or transfer as defined under the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks (Federal Register April 10, 2008, Volume 70, Number 73, pp 19594-19705).

RFP – Request For Proposals; the document issued by the **Department** to solicit **Proposals** from interested **Offerors**.

River Basin – The largest category of surface water drainage; there are seventeen (17) river basins in North Carolina.

River Basin Restoration Priorities - A planning document prepared by the EEP that targets specific watersheds (TLWs) with descriptions of existing degradation and protection needs for restoration project implementation. Unless otherwise stipulated in the RFP, EEP requires mitigation sites to be located in these targeted local watersheds (i.e. hydrologic units). Sites located within targeted hydrologic units are preferred and will receive higher evaluations (Proposal Ratings) than Sites not in the targeted hydrologic units (see Technical Proposal Evaluation Criteria/Determination of Proposal Rating form). River basin restoration Priorities can be found at the following web address: <http://www.nceep.net/pages/lwplanning.htm>

Riparian Wetlands – An area that is adjacent to a stream or river and underlain with hydric soils.

Scope of Services – All services, actions, and physical work required by the **Department** to achieve the purpose and objectives defined in the **RFP**; such services may include the furnishing of all required labor, equipment, supplies and materials except as specifically stated.

Sealed Cost Proposal – The completed Sealed Cost Proposal form included in the RFP signed by the **Offeror** specifying the total compensation requested for the performance of the specified scope of services as defined by the **RFP**. If more than one **Site** is proposed, a separate **Sealed Cost Proposal** must be submitted for each **Site**. If the Offeror is willing to offer multiple options (i.e. different quantities of mitigation at different unit costs) for one proposed site, a separate Sealed Cost Proposal must be submitted for each option offered.

Service Area – A geographic area, usually defined by 14 digit Hydrologic Unit numbers. A Service Area may extend into multiple River Basin Cataloging Units (CUs)

Site – Property or properties identified by an **Offeror** in a **Proposal** as having potential to provide either wetland, stream, or buffer mitigation.

Stream Mitigation Unit (“SMU”) – The unit of measurement of the extent of stream mitigation being offered in a **Proposal**. The SMU value for a **Site** is the sum of the **Restoration** feet, two thirds of the **Enhancement Level I** feet, two fifths of the **Enhancement Level II** feet, and one fifth of the **Preservation** feet.

Summary Report– A component of the 5th Year (or final year if monitoring is extended beyond 5 years) Monitoring Report that provides an assessment of the monitoring data collected from the entire monitoring period. The Summary Report must follow the format established in the EEP Monitoring Report Template Version 1.2 available at: <http://www.nceep.net/business/rfps.htm>

Targeted Hydrologic Unit (THU) – A 14-digit Hydrologic Unit identified as a targeted area in the RFP. These are preferred locations for mitigation projects because they may have environmental characteristics that can be improved through restoration projects. Targeted Hydrologic Units can be found in Section 4. MITIGATION REQUESTED of this RFP.

Technical Proposal – One of the two parts of the **Proposal** which contains a technical description of the proposed mitigation.

Unit Cost – Total proposed cost of implementing the **Site** divided by the number of WMUs, SMUs, or BMUs proposed; for **Proposals** offering multiple **Sites**, a separate Sealed Cost Proposal must be provided for each **Site**. Unit Costs are in dollars per **WMU**, **SMU**, or **BMU**.

USACE – United States Army Corps of Engineers, Regulatory Branch, Wilmington District

USGS – United States Geological Survey.

Wetland Mitigation Unit (“WMU”) – The unit of measurement of the extent of wetland mitigation being offered in a **Proposal**. The WMU value for a **Site** is the sum of the **Restoration** acres, one-third of the **Creation** acres, one-half of the **Enhancement** acres, and one-fifth of the **Preservation** acres.

Section 2. INTRODUCTION

The mission of the EEP is to restore, enhance, preserve and protect the functions associated with wetlands, streams and riparian areas that are essential for the restoration, maintenance and protection of water quality and riparian habitats throughout North Carolina. The goals of the EEP are to:

- Execute the requirements placed on the NCDENR by the North Carolina Wetlands Restoration Program Act (N.C.G.S. 143-214.8, et seq.)
- Enhance the natural resources of North Carolina by addressing watershed needs.
- Fully satisfy compensatory mitigation requirements for authorized impacts on a programmatic, watershed-level basis.
- Provide in-ground, functioning compensatory mitigation for authorized impacts in advance of the actual impacts.
- Satisfy the compensatory wetland, stream and buffer mitigation assumed by the EEP.
- Provide a means for organizing, steering, funding, and implementing ecosystem enhancement efforts in the State of North Carolina

This RFP is soliciting Proposals from qualified Offerors for needed wetland, stream, and/or buffer mitigation as described herein for the EEP to successfully meet permit conditions mandated by the Regulatory Agencies.

This RFP is not an offer for a Contract, nor does the Department’s acceptance of any Proposal guarantee a Contract with the Department. The Department reserves the right to reject any or all proposals deemed not to be in the best interest of the State of North Carolina.

When used in this RFP and/or any subsequent Contract that may be entered into, the words “must”, “will”, and “shall” are obligatory. The words “may” and “should” are optional.

Section 3. QUESTIONS/ANSWERS/ADDENDA

Prospective offerors are to submit **written** questions concerning clarification of information relative to the specifications in this Request for Proposals to Kimberly Williams via email (kim.williams@ncdenr.gov) or via fax (919) 715-2219 on or before **December 16, 2009**. **NO PHONE CALLS PLEASE**. Only written questions, submitted as described in this section, will be accepted by the North Carolina Department of Environment and Natural Resources, Ecosystem Enhancement Program. Written questions are considered legally binding and any verbal questions/contact is not. **NO WRITTEN (OR VERBAL) QUESTIONS WILL BE ACCEPTED AFTER THE DATE AND TIME SPECIFIED HEREIN.**

ALL contact, pertaining to this RFP, with the members of the professional staff of the Department and/or the EEP staff, other than the point of contact mentioned above is **prohibited**, excluding site visits.

After compiling all questions/answers and clarifications, a summary of all questions and answers will be posted on the Internet as a formal written addendum located at <http://www.ips.state.nc.us> under this RFP number. (Search by the Department or by the RFP Number). The addendum will indicate if it is required to be signed and returned along with your proposal(s). Also the addenda will indicate if a revised closing date has been set for submitting your offer.

It is the Offeror's responsibility to check this Internet site periodically for addenda that will be posted up until the closing date on the RFP, to assure that all addenda have been reviewed and, if required, signed and returned within your proposal(s). If the addenda are required to be returned and are not included with your Proposal(s), the proposal(s) will be deemed "non responsive" and your proposal(s) will be subject to rejection and not considered. (Exception to this rule is that the addendum was not posted until after the sealed technical proposal was delivered to EEP, in which case, the addendum will be accepted in a separate sealed envelope and marked accordingly).

Offerors must not put the addenda in with the sealed cost proposal(s). The addenda must be included in each sealed technical proposal (including the copies and CD-Rs) and marked with the addenda number. Place the addenda along with the execution page of the RFP in each binder, in front of the technical proposal(s) submitted for each site. Any required addenda do not count towards the 40 page (printed front and back) limit for Technical Proposals (see Section 9. TECHNICAL PROPOSAL FORMAT AND CONTENT).

Section 4. MITIGATION REQUESTED

The Department desires to acquire stream and wetland mitigation units within the Targeted Watersheds for Cataloging Unit 03030002 of the Cape Fear River Basin in the amounts specified in Table 1 below. The Targeted Watersheds for Cataloging Unit 03030002 are listed in Table 2 and illustrated on Figure 1. MAP OF TARGETED WATERSHEDS FOR CAPE FEAR 03030002 below.

Table 1.

River Basin	Cataloging Unit (CU)	Stream Mitigation Units	Riparian Wetland Mitigation Units	Non-Riparian Wetland Mitigation Units
Cape Fear	03030002	5,000 ⁽¹⁾	16.0 ⁽²⁾	5.0 ⁽³⁾

All proposals without an approved banking instrument must include documentation that the Offeror has either a transferable Conservation Easement guaranteeing protection of the Site in perpetuity in a form acceptable to the EEP and the State Property Office, or a recorded option to purchase the Site or a Conservation Easement on the Site. The State will be the Grantee for all easements secured by full delivery providers through this Request for Proposals.

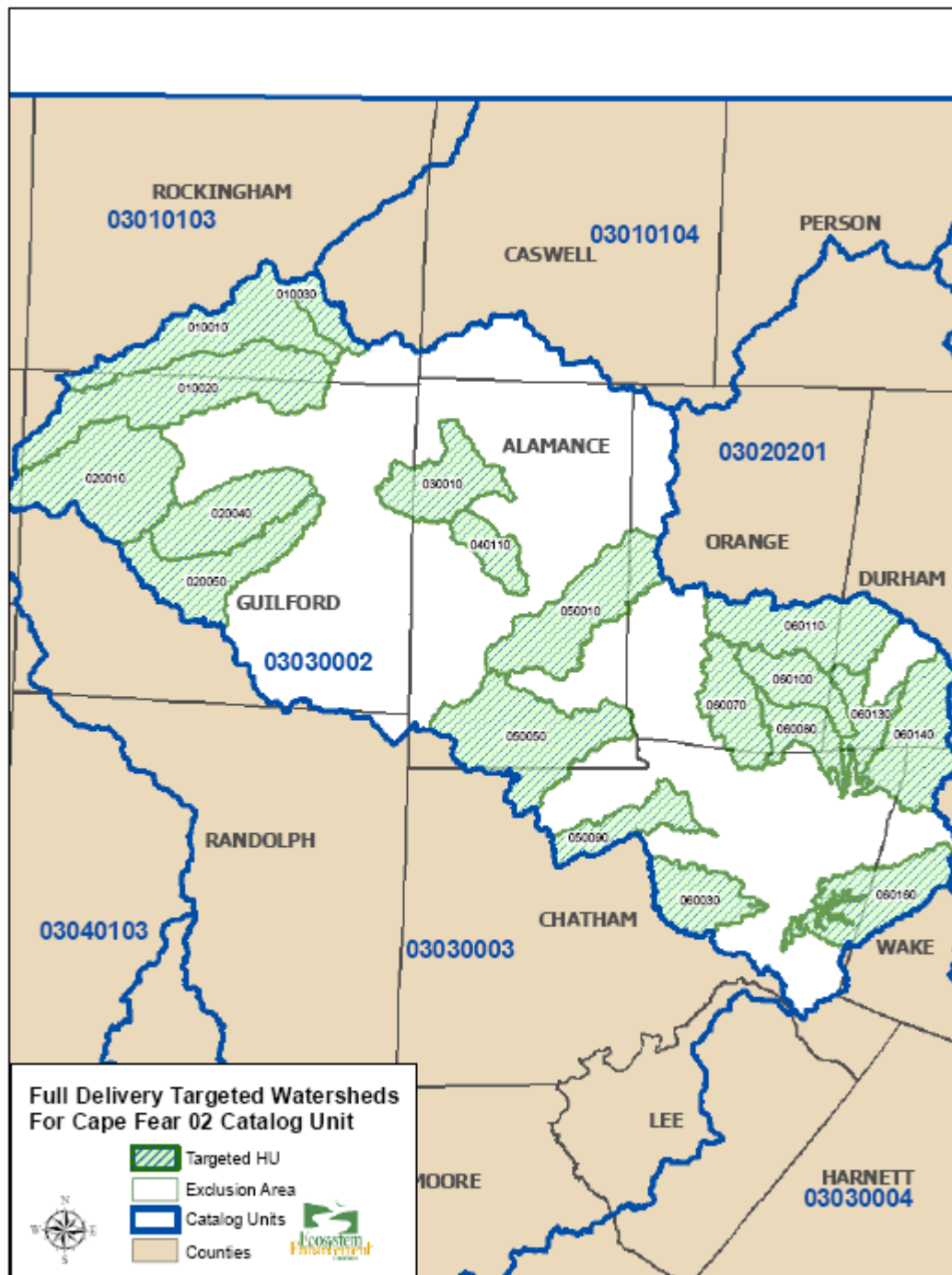
SPECIAL CONDITIONS:

1. 100% of the proposed stream mitigation units must be derived from stream restoration and/or stream enhancement. Stream mitigation units derived from stream preservation will not be accepted for this RFP. In addition, proposals to provide stream mitigation must include a riparian wetland restoration component. Proposals that provide stream mitigation only will NOT be accepted for this RFP.
2. 100% of the proposed riparian wetland mitigation units must be derived from wetland restoration. Proposals that include riparian wetland mitigation units derived from wetland enhancement and/or preservation will NOT be accepted for this RFP.
3. 70% of the proposed non-riparian wetland mitigation units must be derived from wetland restoration. Proposals that include more than 30% of the non-riparian wetland mitigation units derived from wetland enhancement and/or preservation will NOT be accepted for this RFP.

Table 2.

TARGETED WATERSHEDS FOR CAPE FEAR RIVER BASIN - CATALOGING UNIT 03030002			
03030002010010	03030002020050	03020002050090	03030002060110
03030002010020	03030002030010	03020002060030	03030002060130
03030002010030	03030002040110	03030002060070	03030002060140
03030002020010	03020002050010	03030002060080	03030002060160
03030002020040	03020002050050	03030002060100	

Figure 1. MAP OF TARGETED WATERSHEDS FOR CAPE FEAR 03030002



The EEP recognizes that an Offeror might not be able to find one Site that provides the total amount of mitigation requested for each Cataloging Unit listed above. Therefore, Proposals may be submitted in any of the following categories:

- One or more Sites providing all of the requested mitigation units or credits; or
- One or more Sites providing a portion of the requested mitigation units or credits; or
- Released Credits from an approved Mitigation Bank that provide some or all of the requested mitigation units or credits.

The Department may enter into one or more Contracts to produce the needed amount of mitigation units or credits. Should more than one Site be selected for award from one Offeror, a separate Contract will be executed for each Site.

Unless the Offeror states in both the cover letter and the Executive Summary of the Technical Proposal that multiple mitigation options are being offered for a site, and specifically describes each option, the Department shall only consider the full proposal amount and will not extend an offer to contract for less than the full amount indicated in the Proposal. A separate Sealed Cost Proposal must be submitted for each option (See Section 9. TECHNICAL PROPOSAL FORMAT AND CONTENT).

In order for the Department to acquire the requested amount of mitigation units or credits to meet required compliance needs, the Department may accept one or more proposals from one or more Offeror(s), resulting in a combination that is the most ecologic and economic for the State, as determined by the Department.

Proposals will NOT be accepted using the following types of sites:

- Property purchased with Clean Water Management Trust Fund monies; or
- Property that is enrolled in the Conservation Reserve Enhancement Program, Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program that provides funds for any of the tasks outlined in this RFP; or
- Property that has been used for compensatory mitigation under Section 404 and/or 401 of the Clean Water Act, unless the proposed site is part of an approved Mitigation Bank and documentation is provided to demonstrate that the Mitigation Bank contains credits that have not been used to satisfy the compensatory mitigation requirements under Section 404 and/or 401 of the Clean Water Act.
- Properties that are in the control of the State or currently in negotiation for Compensatory Mitigation needs by any State or Agency.
- Properties that are controlled by any Federal Agency.

The actual amount of mitigation units or credits that may ultimately be recommended for purchase by the Department will depend on the quality of the proposals submitted, the quantity of mitigation units or credits offered, the proposed cost, any updated needs for mitigation by the EEP and what is in the best interest of the State of North Carolina.

Wetland Mitigation Proposals:

The definitions of wetland Restoration, Enhancement, Creation and Preservation can be found in North Carolina Administrative Code 15A NCAC 2H .0506(h)(4)(A) –(D), available at

<http://ncrules.state.nc.us/ncadministrativ /title15aenviron /chapter02enviro /default.htm>

Information, including soil boring logs prepared by a Licensed Soil Scientist, must be provided in the Technical Proposal to demonstrate that areas proposed for Restoration consist predominantly of hydric soils, are devoid of the proper community type of vegetation, and are not currently jurisdictional wetlands, as defined in the 1987 US Army Corps of Engineers Wetland Delineation Manual.

It is not expected, nor encouraged, for Offeror's to contact or engage the Agencies in providing advice or confirming the above documentation concerning potential wetland mitigation sites.

Wetland Mitigation Units

For the purposes of this RFP (the Technical Proposal, and any Contract(s) that may result from this RFP), the amounts of mitigation proposed must be converted into Wetland Mitigation Units.

Wetland Mitigation Units (WMUs) are determined by using the following formula:

$$WMU = R + (C/3.0) + (E/2.0) + (P/5.0)$$

Where R = Restoration acres, C = Creation acres, E = Enhancement acres, and P = Preservation acres. The terms Restoration, Enhancement, Creation and Preservation are defined at 15A NCAC 2H .0506(h)(4)(A) – (D).

Example 1: A wetland restoration project consisting of 70 acres of Restoration, 30 of Enhancement, and 30 acres of Preservation has 91 Wetland Mitigation Units (70 + 30/2 + 30/5 = 91)

Example 2: The RFP stipulates that all wetland mitigation proposals must consist of at least 50% restoration. The 91-WMU site above contains 40 WMUs proposed for Restoration. Since the site consists of 44% Restoration ($40/91 = 44\%$), this site would not be considered.

Stream Mitigation Proposals:

The definitions of stream Restoration, Enhancement Levels I and II, and Preservation are defined in the Stream Mitigation Guidelines (U.S. Army Corps of Engineers, Wilmington District, April, 2003) available at:

http://www.saw.usace.army.mil/wetlands/Mitigation/stream_mitigation.html

Information must be provided in the Technical Proposal to demonstrate that all reaches of streams proposed for mitigation are PERENNIAL OR INTERMITTENT. Information concerning perennial and intermittent streams can be found in Section 1. DEFINITIONS.

A Maximum of 20 percent (%) of the Stream Mitigation Units generated from any one (1) proposal can be obtained from intermittent streams. Typically, intermittent streams will be suitable for Enhancement Level II type restoration. Submittals proposing mitigation for intermittent streams should document the functional benefit (i.e. sediment reduction, nutrient removal, etc.) to the downstream perennial stream. The primary goal of intermittent stream restoration is to remove stressors (i.e. nutrient and sediment inputs) to downstream perennial streams, therefore, the level of restoration proposed for intermittent streams should primarily focus on bank stabilization when appropriate, and providing riparian buffer.

Submittals for restoration of both intermittent and perennial streams must provide sufficient documentation and discussion of the net gain in function resulting from the proposed level of restoration as compared to lesser levels of restoration. Modification of pattern, dimension and profile should not be assumed to be the appropriate level of restoration for all degraded streams.

Any submittals proposing the restoration of a stream through a jurisdictional wetland(s) must provide a **thorough** discussion of potential impacts to the wetland(s) and the net gain in function that would result from the proposed restoration.

It is not expected, nor encouraged, for Offeror's to contact or engage the Agencies in providing advice or confirming the above documentation concerning potential wetland, stream or buffer mitigation sites.

Stream Mitigation Units

For the purposes of this RFP (the Technical Proposal, and any Contract(s) that may result from this RFP), the amounts of mitigation proposed must be converted into Stream Mitigation Units.

Stream Mitigation Units (SMU) are determined by using the following formula:

$SMU = (Restoration/1.0) + (Enhancement\ Level\ I / 1.5) + (Enhancement\ Level\ II / 2.5) + (Preservation/5.0)$

Example: A stream mitigation project consisting of 1,000 feet of Restoration, 2,000 feet of Enhancement Level II and 1,500 feet of Preservation has 2,100 Stream Mitigation Units ($SMU = 1,000 + 0 + 800 + 300$)

Dam Removal Proposals:

Dam removal projects will be eligible for consideration and award. The amount of compensatory mitigation credits for dam removal project will be determined on a case-by-case basis using credit criteria and calculations set forth in the USACE dam removal guidance found at <http://www.saw.usace.army.mil/wetlands/Mitigation/Documents/mitigation-dam-removal-NC-2-2008.pdf>.

Any proposal for dam removal must include the calculation of credits, success criteria etc as provided in the referenced document and other requirements identified in this solicitation. EEP will make reasonable good faith efforts to obtain review of any dam removal proposal by the EEP Program Assessment and Consistency Group-Technical Committee (PACG-TC) and/or the Interagency Review Team (IRT) to obtain those agencies input in determining the amount of compensatory mitigation credits that may be obtained by the dam removal project.

However, offerors are advised that EEP does not control the PACG-TC's or the IRT's schedule and to the extent that PACG-TC or IRT cannot make a credit determination at least two weeks before the end of the technical evaluation period (as determined by EEP), EEP may:

- (1) Extend the technical evaluation if PACG-TC has scheduled a meeting to review such dam removal proposal(s) for a date beyond the end of the technical evaluation period, and EEP may request the offeror(s) of such project(s) to guarantee their cost proposal for an extended period time, if their cost proposals will expire during the extended period and/or during the cost evaluation phase; or
- (2) Make a conditional and independent determination of the amount of compensatory mitigation credits under the USACE's final dam removal guidance, which will allow EEP to give such proposal a technical score. If the technical proposal is not rejected based on other evaluation criteria and/or compliance with other terms and conditions of the RFP, EEP may conditionally

open and evaluate the corresponding cost proposal. However, offerors are advised that if this situation occurs, EEP shall have the right, following EEP's receipt and review of PACG-TC's technical evaluation of the dam removal proposal and/or credit determination and at any time prior to contract award, to revise the dam removal proposal's technical score and adjusted unit cost to reflect PACG-TC's evaluation and/or credit determination under the USACE's final and approved dam removal guidance. (Note: EEP reserves its right to reject a dam removal proposal based on the findings and conclusion of PACG-TC's review of the proposal notwithstanding the fact that EEP conditionally opened the cost proposal for that project.)

EEP will notify all offerors by fax, email and correspondence of any action it takes pursuant to options (1) or (2) above. If EEP does not receive the PACG-TC's or IRT's evaluation and credit determination under options (1) or (2) above by the time EEP is ready to award contracts, EEP reserves the right to accept or reject the subject dam removal proposal(s), if doing so is in the best interest of the State of North Carolina.

Section 5. SCOPE OF WORK

The Department may enter into contracts to fulfill this request through the direct purchase of mitigation credits from an approved Mitigation Bank with a fully executed Mitigation Banking Instrument or through projects proposed for completion over the contract period, or a combination of proposed projects and the direct purchase of mitigation credits.

DIRECT PURCHASE OF MITIGATION CREDITS-

The Offeror must provide a copy of the signed, fully executed Mitigation Banking Instrument, including the Mitigation Plan, and a letter and/or credit ledger from the MBRT or IRT documenting the availability for purchase of any mitigation credits offered in response to this RFP **(All credits submitted in response to this RFP, must be released and indicated as released in the ledger).**

PROPOSED PROJECTS

The Scope of Work for proposed projects comprises eleven (11) tasks, each having a deliverable (i.e., a document or a completed action) which is considered to be a Project Milestone (see Table 1).

Task 1 EEP requires two (2) hard copies of the deliverables for Task 1:

- a) Conduct an environmental screening using the Exhibit 2: **Categorical Exclusion Action Classification Form** (surveys of potential protected species, archaeological sites, historical architecture structures, contamination, etc.) of the site. Categorical Exclusions must have final approval from FHWA before task #2 will be approved.
- b) Publish a Public Notice in a newspaper (comment period should be 30 days following publishing the ad) serving the area surrounding the Site that gives its location and briefly describes the activities and ultimate fate of the Site. Based on public response, determine if a Citizen's information Workshop is necessary. If so, hold a Workshop to inform the public about the proposed Project and answer any questions they may have. Submit a copy of the Public Notice and all comments received (or documentation justifying not scheduling a Public meeting) to EEP as part of Task 1 deliverable.

Task 2 EEP requires two (2) hard copies of the deliverables for Task 2, and one electronic copy for surveys of conservation easement boundaries:

Provide for the protection of the Site(s) in perpetuity through a Conservation Easement to ensure that future activities (including mining, dredging, timbering, and building) do not alter the state of the restored Site(s). Conservation easements acquired must be held by the State of North Carolina. The State of North Carolina, will NOT accept fee simple title to any property as a result of this Request for Proposals. The conservation easement must include conditions that allow the EEP and/or its authorized representatives to enter the property for the purpose of inspecting, monitoring, repairing and/or any other activities necessary to maintain the site. **The Contractor shall convey to the State of North Carolina the rights to all mitigation derived from each site within the area of the Conservation Easement(s) as part of the Contractor's obligations.** The template EEP conservation easement for full delivery mitigation contracts that must be used, except for proposals that offer mitigation credits obtained from an approved Mitigation Bank, can be found at: <http://www.nceep.net/business/rfps.htm>. It is incumbent on the Contractor to provide to the landowner(s) of the Site(s) a copy of the EEP conservation easement to discuss and ensure that the landowner(s) are in agreement with the terms of the EEP conservation easement prior to submittal of their proposal for this RFP.

Prior to recordation, the Contractor must submit electronic copies of the attorney's report on title, preliminary survey, and draft conservation easement for review by EEP and the North Carolina Department of Administration-State Property Office. Submittal of these items should be emailed to the EEP and the North Carolina Division of Administration-State Property Office. Surveys shall be georeferenced and provided in AutoCAD or .dwg format and in ArcGIS format. The Full Delivery Requirement for Completion of Survey for Conservation Easements can be found at <http://www.nceep.net/business/rfps.htm>. EEP expects that the submitted file will match closely the project area(s) shown in the project proposal location map. EEP and the North Carolina Division of Administration-State Property Office will review and notify the Contractor of the approval of these documents prior to recordation.

The Contractor shall submit the recorded easement and 2 copies of the recorded plat with the invoice for Task 2 deliverables. The Contractor shall supply the original title policy to the State Property Office as soon as it is available. The Contractor shall provide the final easement boundary in AutoCAD or .dwg format as well as a file in ArcGIS format. **The files must be projected in the State Plane Coordinate system (NAD 83) using a base unit of feet.** Refer to the guidance document "Format, Data Requirements, and Content Guidance for Electronic Drawings Submitted to EEP" which can be found at <http://www.nceep.net/business/rfps.htm>.

Note: The contractor may elect to complete Task 3 (site specific Mitigation Plan), including the requirement for a performance bond (See Section 12 PERFORMANCE GUARANTEE) prior to completion of Task 2 (conveyance of Conservation Easement to the State of North Carolina). Please be advised however; that subsequent failure of the contractor to convey an acceptable conservation easement to the State of North Carolina will require the contractor to fully reimburse the State for any payment(s) made to the contractor for completion of Task 3.

Task 3 Develop a Site-specific Mitigation Plan, as appropriate for each site and submit it to the EEP for review, comment, and approval. The Mitigation Plan must follow the – EEP Mitigation Plan Template – Version 1.0 (11/20/09) available at: <http://www.nceep.net/business/rfps.htm>

EEP requires two (2) hard copies of the "Draft" Mitigation Plan. After "Draft" approval, EEP requires three (3) hard copies and one (1) .pdf file on a compact disc (which can be sent electronically if preferred) of the "Final" Mitigation Plan

Note: The Draft Mitigation Plan must include a completed FEMA Floodplain Checklist. The checklist can be found at the website shown above.

The Performance Bond is also due as part of this deliverable (See Section 12 PERFORMANCE GAURANTEE)

Task 4 Secure all necessary permits and/or certifications (i.e. 401/404, Erosion and Sedimentation Control permit, FEMA floodplain certification, etc) and complete the implementation of the earthwork portion of the mitigation site (submit copies of all permits with payment request). Applications for 401/404 permits shall not be made until the Final Mitigation Plan has been approved (in writing) by EEP. Applications must include a copy of the approved/signed categorical exclusion, and a copy of the Mitigation Plan approval letter from EEP.

Task 5 Complete planting of the mitigation site and install all monitoring devices/plots. Vegetation must be planted at least six months before monitoring activities are conducted at the end of the growing season. Vegetation monitoring plots must be installed per the **CVS-EEP Protocol for Recording Vegetation- VERSION 4.0**. Contractors should review all information and materials related to the protocol published at the following website: <http://www.nceep.net/business/rfps.htm>

Task 6 **EEP requires three (3) hard copies of the "Draft" Baseline Monitoring Document. After "Draft" approval, EEP requires three (3) hard copies and one (1) .pdf file on a compact disc (which can be sent electronically if preferred) of the "Final" Baseline Monitoring Document.** Prepare a Baseline Monitoring Document and a set of As-Built Drawings for the Site and submit it to the EEP. The Baseline Monitoring Document must follow the EEP Baseline Monitoring Document Template – Version 1.0 (11/19/09) available at: <http://www.nceep.net/business/rfps.htm> The vegetation monitoring plan submitted as a component of the Baseline Monitoring Document must follow the CVS-EEP Protocol for Recording Vegetation – Version 4.0 for Level 1, 2 and 3 monitoring, including the submission of required data to both EEP and the Carolina Vegetation Survey. Contractors should review all information and materials related to the protocol published at the following website: <http://www.nceep.net/business/rfps.htm>

Note: Level 3 vegetative monitoring plots will be required when the project site contains marsh, bogs and/or documented occurrences of Endangered and Threatened Species (vegetation only). For all other sites, Level 1 and Level 2 will be required.

Tasks 7-11 EEP requires three (3) hard copies and one (1) .pdf formatted copy on a compact disc (which can be sent electronically if preferred) of the yearly Monitoring Report deliverables for Tasks 7 - 11.

Monitor the mitigation site as stipulated in the Baseline Monitoring Document to assess the success of the restored site for a period of at least five years. Submit annual monitoring reports and data to the EEP (and Carolina Vegetation Survey, as required). Each annual monitoring report must be submitted to the EEP by December 1st of the year during which the monitoring was conducted. Project success criteria must be met by the 5th year of monitoring, or monitoring will continue until all success criteria are met. The 5th year Monitoring Report (or final year in cases where monitoring has been extended beyond 5 years) must include a Summary Report that provides an assessment of the monitoring data collected from the entire monitoring period. Monitoring Reports (including the Summary Report) must follow the format established in the **EEP Monitoring Report Template - Version 1.2.1 (12/1/09)** available at: <http://www.nceep.net/business/rfps.htm>

Section 6. CONTRACT PERIOD

MITIGATION BANKS:

The contract period will be for 90 days following the final execution of the contract.

PROPOSED PROJECTS (not associated with an approved mitigation banking instrument)

The "project start date" will be one week following the final execution of the contract and all milestone deliverables will be determined from that date. Final execution means that the Director of the Division of Purchase & Services for the North Carolina Department of Environment & Natural Resources has signed the contract. **The contract period shall be for seven (7) years from date of award; therefore, the project timeline schedule must be based on completion (including the 5 year monitoring period) within the seven (7) year contract period. Projects that do not meet this requirement may not be considered.**

Section 7. PAYMENT SCHEDULE

MITIGATION BANKS:

Payment will be made upon delivery and approval of mitigation credits as contracted. Payment will not be made without acceptable documentation (letter and/or credit ledger) that the USACE, in consultation with the IRT, has released the mitigation credit for purchase by EEP.

PROPOSED PROJECTS (not associated with an approved mitigation banking instrument)

The specific amount that will be paid to the Contractor by the Department will be stipulated in the Contract that is awarded to the Offeror. The amount that will be paid at the completion of each task can be calculated by multiplying the contract amount by the percentages assigned to each task in Table 1. Payment will be made for each Task upon receipt of an invoice and associated documentation from the Offeror that provides sufficient information to allow the Department to determine that the Task has been satisfactorily executed and accepted by the EEP.

With each invoice, the offeror is required to include documentation supporting the progress made toward achieving the expected mitigation targets. The offeror is required to coordinate this reporting method with the contract administrator prior to submittal of invoices. This information must be in sufficient detail to satisfy EEP that the project is proceeding according to the proposal.

Table 1 - Project Milestones and Payment Schedule – Proposed Project		
Task	Project Milestone	Payment (% of Contract Value*)
1	CE Document, and Public Meeting* *Use Public Meeting advertisement format (found at http://www.nceep.net/business/rfps.htm)	5
2	Submit Recorded Conservation Easement on the Site	20
3	Mitigation Plan Approved by EEP	15
4	Mitigation Site Earthwork completed	15
5	Mitigation Site Planting and Installation of Monitoring Devices	10
6	Baseline Monitoring Report (including As-Built Drawings) Approved by EEP	5
7	Submit Monitoring Report #1 to EEP (meets success criteria)	10
8	Submit Monitoring Report #2 to EEP (meets success criteria)	5
9	Submit Monitoring Report #3 to EEP (meets success criteria)	5
10	Submit Monitoring Report #4 to EEP (meets success criteria)	5
11	Submit Monitoring Report #5 to EEP (meets success criteria)	5
	Total	100%

Any and all invoices must include the RFP number, site name and DENR contract number on the invoice itself and on any supporting documentation submitted with the invoice. Otherwise, the invoice may be returned and/or payment of the invoice may be delayed.

All written plans, reports, or other documents shall include the Site Name, River Basin, Cataloging Unit, County and Contract Number on the Title Page. Otherwise, the submittal may be marked incomplete and returned to the Contractor for completion. All submittals should also include the version and date of submittal.

The 7-year timeframe of the contract may be modified based upon all of the following: (1) documentation from the contractor explaining the need for an extension, (2) agreement by the EEP that an extension is justified, (3) agreement by DENR Division of Purchase and Services that an extension is justified, and (4) authorization from the Department of Administration, Division of Purchase and Contract to DENR Division of Purchase and services to extend the contract. However, no additional funds will be available for any extension of time to fulfill the contract.

If site fails to meet success criteria, as indicated in any Monitoring Report, payment of the monitoring task may be made if a suitable contingency plan is submitted to and accepted by the EEP.

Downward Payment Adjustments - Payment by the Department will be based on the number of WMUs, SMUs and/or BMUs the Contractor is able to provide at the Unit Price first established by Department pursuant to the Proposal review process and identified in the Scope of Work section above. In order to ensure that the Department does not overpay at the end of the process, periodic adjustments may be made so that the Final Total Payment equals the final number of mitigation units, as determined by the EEP, delivered by the Contractor multiplied by the original Unit Price. Payment adjustments may be made after the initial Contract is executed based on the number of mitigation units that are obtained from each site as documented after the completion of the restoration plan, site restoration or during the monitoring period.

Section 8. CONTRACT ADMINISTRATOR

Jeff Jurek is designated as the Contract Administrator for the Department for the purposes of this RFP.

Section 9. TECHNICAL PROPOSAL FORMAT AND CONTENT

MITIGATION BANKS:

Each offer must be submitted in two parts – **(1) SEALED Technical Proposal** comprised of a copy of the signed, fully executed Mitigation Banking Instrument, including the Mitigation Plan, and a letter and/or credit ledger from the Mitigation Banking Review Team, IRT or USACE documenting the availability for purchase of any mitigation credits offered in response to this RFP., and; **(2) SEALED Cost Proposal** in separate sealed, labeled envelopes or packages. See Section 13 for additional information about the Sealed Cost Proposal. All envelopes and packages must be clearly labeled on the outside with the following information:

1. **Offeror's name and address.**
2. **The River Basin and the CU for which the Proposal is being submitted.**
3. **The site name and the type of mitigation being proposed.**
4. **The RFP number.**
5. **The words "Sealed Technical Proposal" or "Sealed Cost Proposal" as appropriate.**
6. **The date.**

PROPOSED PROJECTS (not associated with an approved mitigation banking instrument)

Each proposal must be submitted in two parts – **(1) SEALED Technical Proposal** and **(2) SEALED Cost Proposal** in separate sealed, labeled envelopes or packages. See Section 13 for additional information about the Sealed Cost Proposal. All envelopes and packages must be clearly labeled on the outside with the following information:

1. **Offeror's name and address.**
2. **The River Basin and the CU for which the Proposal is being submitted.**
3. **The site name and the type of mitigation being proposed.**
4. **The RFP number.**
5. **The words "Sealed Technical Proposal" or "Sealed Cost Proposal" as appropriate.**
6. **The date.**

To facilitate systematic comparisons by the Department during the evaluation process, Sealed Technical Proposals and Sealed Cost Proposals must follow the precise organization, format and content requirements set forth below.

It is extremely important that the Sealed Technical Proposal be written in such a manner that it describes each Site separately and that the Sealed Cost Proposal provides the cost for each type of mitigation (i.e. stream, wetland, etc.) separately. Sealed Technical and Sealed Cost Proposals for Buffer Mitigation must be "Stand Alone" proposals; that is, they must not include, or be included in Proposals for stream and/or wetland mitigation. One (1) technical proposal may be submitted for multiple CONTIGUOUS or NON-CONTIGUOUS Sites provided that all the Sites in the proposal are direct tributaries to the same main stem stream.

The Technical Proposal shall follow the outline below (within a 3 ring binder):

- **Execution Page and Addenda** – The signed execution page and any addenda required to be returned.

- **Cover Letter** – The cover letter should provide an introduction to the provider and the project and document the individual pieces of the submittal. The letter will bear the authorized representative's signature. The cover letter should indicate if the offeror is proposing multiple options for a site, and provide the specific options being offered in the Executive Summary.
- **Part 1 – Executive Summary** – The executive summary shall consist of highlights of the general contents of the proposal, and shall clearly state the anticipated mitigation type and amount of mitigation proposed. If the offeror is proposing multiple mitigation options, each option must be specifically described in this section. **Cost information MUST NOT be included in the Technical Proposal.**
- **Part 2 – Financial Statement** – The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided. If the offeror considers its financial information confidential, it should be clearly stamped "**Confidential**". Submit a hard copy of the financial information in the binder(s) with the original sealed technical proposal(s).
- **Part 3 – Corporate Background and Experience** – This section shall include background information on the firm submitting the proposal, the firm's ability to carry out all phases of the proposal, information concerning similar mitigation projects completed in North Carolina and other states, the firm's office locations, the experience of the project manager, the firm's multidisciplinary approach to the project, the resumes of key personnel for the primary offeror and sub-contractors, and DBE/HUB participation. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.
- **Part 4 – Project Organization** - This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. The offeror 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.
- **Part 5 – Technical Approach** – This section shall include and be completed in the following sequence:
 - **5.1 Project Goals and Objectives** – Specifically describe the goals of the project and the objectives used to accomplish the goals. Primary goals, such as water quality, water quantity/flood attenuation, and habitat, should focus on the ecological uplift that the project will provide to the site. Unless otherwise specified in the RFP, the proposed ecological benefits of the site may be determined at the discretion of the Offeror. If a proposed site provides more than one of these goals, that will be taken into consideration in the site rating.
 - **5.2 Project Description** – Provide a detailed description of the project including, but not limited to a description of the site in its existing condition; watershed (including County and 14-digit Hydrologic Unit) and its condition; soils and geology; anticipated cultural resources, protected species issues, floodplain compliance issues; and known site constraints (ie. other easements, crossings, site access, etc.).
 - **5.3 Project Development** – Describe in detail the means by which the proposed changes will be made. Identify individual project reaches and the specific method in which the mitigation will be completed. Describe in detail reasons for the anticipated activities and why these activities are warranted to the level proposed. Clearly state the anticipated ecological uplift for each activity for each reach. Although detailed aspects of the project are not available at proposal stage, the offeror should have an understanding of the anticipated ecological uplift for the activities proposed.
 - **5.4 Proposed Mitigation** - Provide a description of the mitigation credits proposed. Include an explanation of how the proposed credits were derived and a table of anticipated mitigation types and credits.
 - **5.5 Current Ownership** – Identify the ownership of all parcels which will be affected by the project. Include the landowners name and the status of option agreements. Signed option agreements may be provided as an appendix.
 - **5.6 Project Phasing** – Provide a complete schedule for completing the tasks for the project as identified in this RFP. Describe methods for completing these tasks. The proposed schedule must be based on completion of the project (including the 5 year monitoring period) within the seven (7) year contract period (see SECTION 6. CONTRACT PERIOD).
 - **5.7 Success Criteria** – Identify specific performance standards that are anticipated to be utilized to measure success of the project.
- **Part 6 – Quality Control** – This section shall describe the offeror's Quality Control Program and other procedures that will be used to ensure: 1) each deliverable (i.e. Mitigation Plan, Baseline Monitoring Document, Monitoring Report, etc.) is submitted in accordance with the schedule established in the Technical Proposal, follows the format(s) established by EEP, contains all required information, and is grammatically/typographically correct; and 2) sufficient oversight is provided during the construction phase so that the project is completed on schedule and in compliance with any required Federal, State or Local permit(s).

Maps diagrams, and/or photographs may be used to supplement the text and may be printed on one side. However, the Technical Proposal must not exceed a total of 40 pages printed front to back (**80 page limit**) and shall be submitted within a three ring binder with

sections. Photographs, maps and diagrams will count toward the 80 pages. If a Technical Proposal does not meet all the Department's requirements, it will be rejected and the corresponding Sealed Cost Proposal will not be opened.

SEALED TECHNICAL PROPOSAL

TO BE SUBMITTED IN ONE SEALED BOX/PACKAGE:

- One (1) original of the Technical Proposal, identified as "Original" on the outside of the binder/booklet. The original Technical Proposal **MUST** include all financial statements and any other confidential information. All confidential information must be clearly stamped as "confidential".
- Five (5) hardcopies of the Technical Proposal identified as "Copy" on the outside of the binder/booklet. These copies should not include any financial or confidential information. With the exception of the financial/confidential information, these copies must be an exact duplicate of the Technical Proposal with no additional information or missing information.
- One (1) Compact Disc-Read Only (CD-R) containing the Technical Proposal, excluding the financial/confidential information. The CD should be clearly marked as "Technical Proposal". The CD files must be an exact duplicate of the hardcopy of Original Technical Proposal with no additional information or missing information (except financial/confidential information). The files must be in PDF format that only allows for high resolution printing, copying of text, images and other content. All properties of the files must be protected from editing for both the offeror's and the Department's protection. If multiple CD-Rs are required due to large maps and graphics that cannot be saved on one CD-R, the additional CD(s) must be labeled on the outside in sequence such as 1, 2 and/or 3, etc. **NO COST INFORMATION CAN BE INCLUDED ON THE CD-Rs THAT CONTAIN THE TECHNICAL PROPOSAL.**
- One (1) Compact Disc-Read Only (CD-R) ArcGIS format of the boundaries of the proposed project. The CD should be clearly marked as "ArcGIS". The boundary can be the proposed easement(s), or a general project area. EEP expects that the submitted file will match closely the project area(s) shown in the project proposal location map. The file must be in ArcGIS format and must be projected in the State Plane Coordinate system (NAD 83) using a base unit of meters or feet. It is preferred that the .prj file holding the coordinate system information be included with the file. The table for the ArcGIS file must contain the following files in the following order:
 - Site_Name - (List as named in proposal report)
 - Company - (Submitting firm)
 - Project_Type - (Stream, wetland, buffer or combination)
 - Coordinate_System - (SP Meters or SP Feet)

Ownership of the CDs and the contents become the property of the North Carolina Department of Environment and Natural Resources.

The Proposal (both Technical and Cost) must be valid for a period of at least six (6) months beyond the specified "Closing Date" for this RFP.

Section 10. PROPOSAL REVIEW AND RATING

The review of Technical Proposals will be conducted in six phases. A proposal may be rejected during any phase of review if the PRC determines that the proposal has not provided the requested information in the specified format, has determined that the firm is not qualified to perform the services, and/or if it has been determined that the proposal cannot provide the mitigation indicated in the Proposal. Each proposal will be reviewed and assigned a Proposal Rating prior to opening any Cost Proposal.

Phase 1 – All Sealed Technical Proposals that were received by the specified closing date will be opened and those that meet the Department's length and format requirements will be distributed to the PRC.

Phase 2 – Office review of the Technical Proposal, qualifications of the firm, and project approach.

Phase 3 – Field review and evaluation of the proposed site by the PRC and determination of proposal rating (see TECHNICAL PROPOSAL EVALUATION CRITERIA – RATING FORM next page).

Phase 4 – Sealed Cost Proposals for all proposals still under consideration will be opened on a specified date, determined by DENR Ecosystem Enhancement Program. Bidders, with cost proposals being opened will be notified by DENR Ecosystem Enhancement Program as to the time and date of Cost Proposal openings.

Phase 5 - Adjusted Unit Cost will be calculated and determined upon review by the EEP Full-Delivery Supervisor and Contract Specialist. The Adjusted Unit Cost is defined as the Unit Cost divided by the Proposal Rating (PR), and is a combined technical and cost measure. A Proposal with the lowest Unit Cost will not necessarily have the lowest Adjusted Unit Cost. The Adjusted Unit Cost is

a best value determination by the EEP after evaluating all factors in the Sealed Technical Proposal and then evaluating the Sealed Cost Proposal. Each site will be ranked by lowest Adjusted Unit Cost.

Example: Site X has a Unit Cost of \$11,000 per WMU and an PR = 90. Site Y has a Unit Cost of \$10,500 per WMU and a PR = 80. The calculated Adjusted Unit Costs of each site are: Site X = $\$11,000/0.9 = \$12,222$; Site Y = $\$10,500/0.8 = \$13,125$. Thus Site X will be rated higher (more favorably) than Site Y since Site X has a lower Adjusted Unit Cost, even though Site X has a higher Unit Cost.

Phase 6 – The EEP Contract Administrator and the Director, will analyze the ranked sites, determine the proposal selections and submit recommendations to the Department and the Department of Administration, Purchase & Contract Section, as required, for approval, taking into account the following information:

- Adjusted Unit Cost
- Unit Cost
- Available Funds
- Mitigation Needs at the time of Selection
- The Best Interest of the State of North Carolina

Technical Proposal Evaluation Criteria/Determination of Proposal Rating (PR)

Technical Proposals will be evaluated based on the following criteria.

Technical Proposal Evaluation Criteria - Rating Form	
Offeror:	
Site Name:	
River Basin/Cataloging Unit:	
Type/Amount of Mitigation offered:	
Proposal Review Committee:	
1 Overall Merit	
For Stream Mitigation Projects, does the Technical Proposal adequately document the historical presence of a stream(s) on the project site, and provide the drainage area (acres) and the geomorphological classification of all stream reaches?	Yes/No or N/A
For Wetland Mitigation Projects, does the Technical Proposal adequately document (including soil boring logs prepared by a Certified Soil Scientist) the presence of hydric soil indicators for all areas proposed for wetland mitigation?	Yes/No or N/A
Does the Technical Proposal adequately document the biological and/or physical impairment that currently exists on the project site? Examples: physical manipulation of wetland (ditching, draining, placement of fill materials); departure from reference vegetative community; physical manipulation (dedging/channelization, relocation) of stream; and degree of stream instability.	Yes or No
Does the Technical Proposal adequately support the method (level) of restoration proposed (i.e. Restoration, Enhancement Level I and II and Preservation), and adequately describe the expected functional gain that would result from the proposed level as compared to lesser levels of restoration?	Yes or No
Will the proposed project avoid significant adverse impacts to existing wetlands or riparian buffer (direct or construction related)?	Yes or No

Does EEP agree that the stated project goals are directly linked to expected benefits to the aquatic resource and that the type of work proposed is the most appropriate way to accomplish those goals? (Note: Proposals that contain project goals that simply define the type of work to be performed and not the functional uplift to be achieved will be rejected.)	Yes or No
NOTE: An answer of any No in this section means the project proposal is rejected.	Continue or Reject
2 Potential for Water Quality and Habitat Improvement (Total of 50 points available).	
Project located in an EEP targeted watershed. (Yes = 5 points; No = 0 point)	
Project located in or adjacent to a 303d-listed stream or its watershed. (Yes = 5 points; No = 0 points)	
Project located in a water supply watershed. (Yes = 5 point; No = 0 point)	
Project located in highly developed watershed (>35% = 5 points; 21-35% = 4 points; 11-20% = 3 points; <10% = 0 points)	
Project contains Identified Threatened and Endangered Species. (Yes = 5 points; No = 0 points)	
Project is utilized by Identified Anadromous Species. (Yes = 5 points; No = 0 points)	
Project adjacent to Natural Habitats. (Yes = 3 points; No = 0 points)	
Project adjacent to Existing Natural Heritage Areas. (Yes = 2 points; No = 0 points)	
Project adjacent to and adversely impacted by land that currently produces water quality problems (i.e. impervious surfaces, nutrients, sediment). (Severely Impacted = 15 points; Impacted = 10 points; Moderately Impacted = 5 points; Slightly Impacted = 2 points; Not Impacted = 0 points)	
Total Points Part 2. =	
3 Potential for Project to Eliminate/Reduce Environmental Stressors and Improve Habitat (Total of 38 points available)	
Physical constraints or barriers (i.e. culverts, utilities, property lines, easements, etc.) that effect project design and effectiveness, including riparian buffer widths. Note: Projects should provide the minimum riparian buffer width of 50ft for Piedmont and Coastal Plain Streams, and 30ft for Mountain Streams. (Not Constrained = 15 points; Slightly Constrained = 10 points; Constrained = 5 points; Highly Constrained = 0 points)	
Ability to eliminate or reduce physical and chemical stressors (i.e. nutrient and sediment inputs, noxious species) and provide flood storage. Note: Excessive crossings or fords that do not permanently exclude cattle or other livestock from access to streams reduce the project effectiveness. Inclusion of stormwater management in the project increases the project effectiveness. (Eliminate = 15 points; Greatly Reduce = 10 points; Reduce = 5 points; Slightly Reduce = 2 points)	

Ability to provide habitat improvement for identified Threatened and Endangered Species and/or anadromous species. (Significantly Improve = 5 points; Moderately Improve = 3 points; Slightly Improve 1 point)	
Ability to connect adjacent natural habitats and provide wildlife corridor. (Yes = 3 points; No = 0 points)	
Total Points Part 3. =	
4 Qualifications & Experience of Offeror (Total of 12 points available)	
Similar Mitigation Projects Completed (>2 projects = 4 points; 1-2 = 2 points, 0 = 0 points)	
Experience of Project Team (Good = 2 points; Fair = 1 points; Poor = 0 points)	
Multidisciplinary Team Approach to Project (Good Mix = 2 points; Fair Mix = 1 points; Poor Mix = 0 points)	
Quality Control Program (Good = 2 points; Fair = 1 points; Poor = 0 points)	
DBE/WBE/Minority Involvement (Participating = 2 points; Not Participating = 0 points)	
History of Compliance with Required Federal, State and Local Permits (> 2 permit violations = -10 points; 2 permit violations = -8 points; 1 permit violation = -5 points)	
Total Points Part 4. =	
5 Bonus Points – Stage of Project Implementation (Total of 25 points available)	
Mitigation Plan Complete and required permits obtained = 10 Points	
Site Built = 10 Points	
Monitoring Complete = 1 Point for Each Year, Maximum = 5	
Total Points part 5. =	
Total Points (Maximum Possible = 125 Points) =	
Proposal Rating (Score x 0.01) =	
Comments:	

NOTE: Bonus Points will be awarded to proposals that are in an advanced stage of project implementation (see Section 5-Bonus Points in the Technical Proposal Evaluation Criteria – Rating Form). In order to qualify for Bonus Points, indication of an advanced stage of work must be included in the Technical Proposal. The proposal must indicate if the site has a completed Mitigation Plan and/or has been constructed, and provide a brief summary of any post-construction monitoring that has been completed to date. A copy of any Federal, State and local permit related to the mitigation site must be included in the Technical Proposal (does not count toward the 40 page limit). Offerors may submit proposals that include mitigation sites at any stage of implementation at or beyond the site identification stage.

The stages of implementation are defined as:

- Site identification - The on-the-ground assessment of potential sites;
- Site Acquisition - The process by which landowners participate in the process by agreeing to the protection of viable project sites and the surrounding watershed through donation, purchase of conservation easements, or fee simple purchase;
- Site Assessment - The preliminary step of project design that involves measurement and documentation of existing conditions and functions of potential project sites and the surrounding watershed. Project goals, targeted functions and a conceptual design are established at this stage;
- Project Design - The production of a final design that provides specifications and drawings to be used for obtaining necessary permits, and to guide the construction of the restoration project;
- Site Restoration - The construction phase of a project in the physical structure of a site is modified to change the hydrological, geomorphological, and biological components of a restoration site.
- Post-Monitoring - The collection, evaluation and reporting of data following construction to determine if restored sites are meeting project goals. Post-monitoring can extend to five years after restoration activities and will involve the remediation of sites that are not meeting established success criteria;
- Long-Term Maintenance and Management – The periodic inspection of sites after the post-monitoring phase to ensure the protection of the sites against unauthorized activities, and to identify and implement maintenance.

As a result of the technical evaluation, a Proposal Rating (PR) with a value between 0.0 and 1.25 (with 1.25 being the highest) will be determined for each Proposal by the PRC.

SECTION 11. IMPORTANT INFORMATION

The EEP is not under any obligation to recommend that any site proposed by any Offeror be selected, or that any Contract be executed with any Offeror. For an Offeror that is selected, however, any payment as may be proposed by the selected Offeror(s) in accordance with the Sealed Cost Proposal is contingent upon the execution of a Contract between the selected Offeror(s) and the Department. All Contracts are subject to approval by either the DENR Director of Purchase and Services (DPS) or the DOA Division of Purchase and Contract (DOA P&C), whichever is applicable, based on dollar value of contract.

The Department reserves the right to terminate a Contract after the completion of Tasks 1 or 2 should any Site be rejected through no fault of the Contractor, as a result of adverse findings at the completion of these two tasks. In that event, the Department will pay the Contractor the amount (see Table 1) associated with all tasks up to and through the task in which the termination decision was made. The EEP must concur that the work in each Task has been satisfactorily completed before assuming liability for any work performed in subsequent Tasks.

Please note that the State of North Carolina will NOT accept fee simple title to any property as a result of this Request for Proposals. As stated in Task 2 of this Request for Proposals, the selected properties must be protected by a conservation easement held by the State of North Carolina.

For Mitigation Banks submitted in response to this RFP, the Mitigation Banking Instrument will provide for the long term protection of the property. Therefore, for the purposes of this RFP, Mitigation Banks will not be required to convey a conservation easement to the State of North Carolina.

Historically Underutilized Businesses (HUB) - Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women and disabled individuals. Funds for contracts issued under this RFP will be encumbered through the State's E-Procurement System and HUB participation will be recorded.

GENERAL INFORMATION

This is not a NC E-Procurement @ Your Service solicitation that contains a transaction fee. **HOWEVER, vendors must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>) in order to be awarded a contract for the services in this RFP.**

Section 12. PERFORMANCE GUARANTEE

The Contractor must provide security in the form of acceptable performance bonds or letters of credit as described in the following paragraph to guarantee delivery of the maximum number of originally contracted Mitigation Units. The performance bonds must be obtained from a company licensed in North Carolina with a Best's current rating of not less than "A –". Although this RFP is a request for mitigation and not for construction, the performance bonds shall follow the prescribed wording provided in N.C.G.S. § 44A-33.

The Contractor must provide a performance bond for 55% of the total value of the contract and must be in effect and submitted with the Task 3 deliverable (Submittal of Mitigation Plan) before EEP will authorize payment for Task 3. This bond must remain in effect until the Contractor has received written notification from the EEP that the requirements of Task 6 (Submittal of Baseline Monitoring Document) have been met. After the successful completion of Task 6, the bond can then be retired.

Where letters of credit are provided, the amounts will follow those described above for the performance bonds.

Section 13. SEALED COST PROPOSAL

One (1) signed original of the Sealed Cost Proposal and five (5) copies must be submitted for each site or site option proposed by the offeror. The Sealed Cost Proposal must be submitted in a **sealed** and clearly identified envelope. In the event that stream, buffer, riparian wetland, and/or non-riparian wetland mitigation is proposed from the same Site, a separate Sealed Cost Proposal for each type must be provided and clearly labeled as to which type on the outside of the envelope.

The Unit Cost of a Site is defined as the Total Cost divided by the number of Mitigation Units (WMUs, SMUs, or BMUs) being proposed.

Example: If the Total Cost of implementing the 91-WMU wetland mitigation project is \$1,200,000, the Unit Cost will be \$1,200,000 divided by 91, or \$13,187 per WMU.

The Unit Cost calculation is for the purposes of comparing the costs of different Proposals and for preparing the Contract in which the Unit Cost is the basis of payment. The Total Cost related to the mitigation must be included in the Sealed Cost Proposal and is all-inclusive. No additional charges for travel, per diem, or cost of any services or items will be allowed. If the Technical Proposal includes both wetland and stream mitigation, separate cost proposal must be submitted for each type of mitigation.

The cost proposal(s) **must be submitted on the Sealed Cost Proposal form provided** in this RFP. **No revisions to this form are allowed by the Offeror.**

Section 14. THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A **Mandatory** pre-proposal conference and deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Number of offer documents to be submitted to the issuing agency:
 - A. **Sealed Technical Proposal** -- 1 original and 5 copies
 - 1 Compact Disc (CD-R) of Technical Proposal without financial/confidential information
 - 1 Compact Disc-Read Only (CD-R) of ArcGIS Format boundaries of the proposed project
 - B. **Sealed Cost Proposal** -- 1 original and 5 copies

NOTE: No technical information shall be contained in the Cost Proposal. No cost information shall be contained in the Technical Proposal. If any cost information is provided by the offeror in the technical proposal and/or if any technical information is provided by the offeror in the cost proposal, the offeror's entire proposal shall be rejected.

4. Execution of Proposal By Offeror (Signature Page from Offeror)

The "Execution of Proposal by Offeror" page must be signed by an official authorized to bind the firm and must be included in the offeror's SEALED TECHNICAL PROPOSAL.

FAILURE TO SIGN THE "EXECUTION OF PROPOSAL BY OFFEROR" PAGE WILL CAUSE YOUR OFFER TO BE REJECTED. NO OTHER SIGNATURE PAGES FROM THE OFFEROR WILL BE CONSIDERED OR SUBSTITUTED FOR THIS REQUIRED "EXECUTION OF PROPOSAL BY OFFEROR" PAGE.

5. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP or as specified in any addenda issued for this RFP.
6. At that date and time the package containing the proposals from each responding firm will be publicly opened and the name of each offeror announced publicly. A notation will also be made whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

7. Technical proposals will be evaluated first.
8. Upon completion of the evaluation of the technical proposal, the cost proposals of those firms whose technical proposals have been deemed acceptable will be publicly opened. The cost proposals of those firms whose technical proposals have been deemed unacceptable shall remain unopened. The total cost offered by each firm will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation and therefore may not be an exact indicator of an offeror's pricing position.
9. At least one week before public opening of the cost proposals, EEP will provide notice to all vendors submitting proposals that the technical evaluation phase has ended and EEP will provide a date that the cost proposals will be opened for the technical proposals that passed the technical evaluation.

Prior to the opening of the cost proposals, and within 24 hours of the issuance of the notice to vendors of the public opening of the cost proposals, EEP will delivery to the procurement specialist at the Department of Administration, Division of Purchase and Contract ("P&C") two copies of the technical scores for all proposals and the reasons for all proposals that were rejected during the technical evaluation. One copy will be placed in a sealed envelope that shall have the RFP #, a description of the contents on the outside of the envelope and the name of the EEP employee delivering it to P&C. One unsealed copy will be delivered to the P&C procurement specialist for use in reviewing EEP's proposal contract awards and to verify the technical scores after EEP has completed its evaluation of the opened cost proposals. The P&C procurement specialist shall time-stamp the sealed envelope and unsealed copy when he or she receives it from EEP. The procurement specialist shall not make any markings on the sealed envelope or unsealed copy of the technical scores (he or she may make copies of the unsealed technical scores).

P&C shall maintain the sealed copy of the technical scores in its procurement file and the envelope shall remain sealed until such time there is a protest filed by a vendor that submitted a proposal regarding any contract awarded under this RFP or, after contract award, a vendor that submitted a proposal makes a public records request to inspect the contents of P&C's procurement file for this RFP.

10. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
11. In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

Total cost to the State
Level of quality provided by the offeror
Process capability across multiple jurisdictions
Protection of the State's information and intellectual property
Availability of pertinent skills
Ability to understand the State's business requirements and internal operational culture
Risk factors such as the security of the State's information technology
Relations with citizens and employees
Contract enforcement jurisdictional issues

Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

12. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

Section 15. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.
Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violation

of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

3. **ORAL EXPLANATIONS:** The State shall not be bound by "oral" explanations or "oral" instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ADDITIONAL INFORMATION:** Each offeror is cautioned that the State is not obligated to ask for or accept, after the closing date for the receipt of proposals, data which is essential for a complete and thorough evaluation of the proposals. The State of North Carolina may award a contract based on initial offers received without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms which the offeror can submit to the State.
6. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- Technical proposals are submitted in ring-binders with sections.
 - All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
7. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, the following procedures should be followed:
 - 1) If the award is over \$25,000, they must submit a written request to: State Purchasing Officer, Division of Purchase and Contract, Department of Administration, 1305 Mail Service Center, Raleigh NC 27699-1305.
 - a) This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award.
 - b) Protest letters must contain specific reasons and any supporting documentation for the protest.
 - c) NOTE: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to this solicitation. Contract status and award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. Offerors may call (919) 733-9746 to obtain a verbal status of contract award.
 - d) All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519(d).
 - e) (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
 - 2) If the award is under \$25,000, they must submit a written request to: Director, DENR Division of Purchase and Services, 1605 Mail Service Center, Raleigh NC 27699-1605. Follow instruction for Items b) through e) above, with the exception that information must be received by DENR Division of Purchase and Services within thirty (30) consecutive calendar days from the date of the contract award, and the protest will be handled pursuant to North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519(c).
 8. **PRICING:** If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. The right is reserved to accept other than the lowest priced proposal as may be determined to serve the best interest of the State.
 9. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the proposal offered is in strict compliance with these specifications, and the successful offeror will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

10. **LIABILITY:** The successful offeror shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of the contract. The contractor or its insurer shall reimburse the Contracting Agency for any such damage or loss within 30 days after a claim is submitted.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
12. **TELEGRAPHIC OFFERS:** Telegraphic, telecopy and facsimile offers will not be considered; however, offers may be modified by such means providing such notice is received prior to the date and time of proposal opening as specified on the cover of this RFP, and provided a signed original follows.
13. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of six (6) months from the specified "Closing Date" for this RFP. Although the contract is expected to be awarded prior to that time, the six (6) month period is requested to allow for unforeseen delays.
14. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
15. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
16. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
17. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
18. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
19. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.2 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
21. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.doa.state.nc.us/pandc/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
22. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>
23. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

**SECTION 16. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Department's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State. The performance bond, if required, must be obtained from a company licensed in North Carolina with a Best's current rating of not less than "A-".

Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, the Department may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Department may terminate this agreement at any time by 30 days notice in writing from the Department to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Department, become its property. If the contract is terminated by the Department as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Department for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Department.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **EQUIPMENT:** The Contractor agrees to obtain from the Department the prior approval of the Federal or State agency(ies) as required for the purchase of equipment under this contract.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be 150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the Department, or the name of the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

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

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Department and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the

market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

25. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Section 17. EXECUTION OF PROPOSAL BY OFFEROR

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The offeror has attended the mandatory conference/site visit and is aware of prevailing conditions associated with performing these services.
- The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).
- The offeror acknowledges that on July 1, 2004 the State of North Carolina became a "tax exempt" entity (Tax Exempt #400027).
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror certifies the following regarding:
 - **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - **Lobbying** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government 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 any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal, State or local government 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, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government 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.

EXECUTION OF PROPOSAL BY OFFEROR

- **Drug-Free Work Place Requirements** - It will comply by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
- The offeror will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
- The offeror will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
- The offeror will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award. Registration web site: <http://vendor.ncgov.com> .
- By signing this bid document, the offeror is indicating that the CD-Rs submitted in the Technical proposal are exactly the same as the hard copies submitted, excluding the financial/confidential information.

EXECUTION OF PROPOSAL BY OFFEROR

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within six (6) months from the date of the opening ("Closing Date"), to furnish the subject services per the attached Sealed Cost Proposal.

Offeror:				Check Appropriate Status— Business Owned/Controlled			
Street or PO Box:				African American		{ }	
				Handicapped		{ }	
				Woman Owned		{ }	
				Other Minority Specify:		{ }	
City:			State:		Zip Code:		
Telephone Number:				Fax Number:			
Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18):				City:		State:	Zip Code:
Will any of the work under this contract be performed outside the United States? If yes, describe in an attachment with your offer.						☐ Yes	☐ No
<u>N.C.G.S. § 133-32 and Executive Order 24</u> prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.							
Signature (Authorized Official):				Title:			
Typed or Printed Name:						Date:	
E-Mail address:							
Key Personnel/Individual Assigned To This RFP By The Offeror:							
Title:							
E-Mail address:							

****THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR TECHNICAL PROPOSAL****

Unsigned proposals will not be considered.

RFP Title: **FULL DELIVERY PROJECT TO PROVIDE STREAM AND WETLAND MITIGATION WITHIN THE TARGETED WATERSHEDS FOR CATALOGING UNIT 03030002 OF THE CAPE FEAR RIVER BASIN**

SEALED COST PROPOSAL FORM

A **SEPARATE** SEALED COST PROPOSAL IS REQUIRED FOR EACH PROPOSED SITE AND FOR EACH OPTION PROPOSED FOR A SITE.

ON THE FRONT OF EACH SEALED COST PROPOSAL ENVELOPE THE SITE NAME/LOCATION AND OPTION NUMBER (IF APPLICABLE) MUST BE INDICATED.

SITE NAME _____

PROPOSED COST

	STREAMS (SMUs)	RIPARIAN WETLANDS (WMUs)	NON-RIPARIAN WETLANDS (WMUs)	COASTAL MARSH WETLANDS (WMUs)	BUFFERS (BMUs)
TOTAL UNITS					
UNIT COST (\$/UNIT)					
TOTAL COST					

All costs related to the mitigation offered must be included in this SEALED COST PROPOSAL. No additional charges for travel, per diem, or cost of any services will be allowed. Cost will be a major factor in the selection of proposals. ALL Sealed Cost Proposals will be compared to mitigation cost data maintained by the EEP.

Signature of Authorized Representative

Date

Company Name (Printed)

Federal ID #

[illegible][illegible]