

TITLE: FULL DELIVERY PROJECTS TO PROVIDE STREAM, WETLAND, BUFFER AND/OR COASTAL WETLAND MITIGATION IN MULTIPLE RIVER BASINS/CATALOGING UNITS AS DESCRIBED IN THE SCOPE OF WORK

USING DEPARTMENT: DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES
ECOSYSTEM ENHANCEMENT PROGRAM

ISSUE DATE: *Tuesday, June 27, 2006*

ISSUING AGENCY: DIVISION OF PURCHASE AND SERVICES

CLOSING DATE: *Wednesday, October 25, 2006 at 10:00 AM (EST)*

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.**

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

IF DELIVERED BY "US POSTAL SERVICE" (Mail at least 7 business days prior to Bid Closing Date) Address as below:	IF DELIVERED BY ANY OTHER MEANS (UPS/FEDEX/ETC.) Address as below:
RFP #16-D06125 SEALED BID NC DENR PURCHASE AND SERVICES (DPS) ATTN: MIKE BRENDLE 1605 MAIL SERVICE CENTER RALEIGH NC 27699-1605	RFP # 16-D06125 SEALED BID NC DENR PURCHASE & SERVICES (DPS) ATTN: MIKE BRENDLE 512 N SALISBURY STREET ROOM 640Q RALEIGH NC 27604
<u>IF PROPOSALS ARE TO BE HAND DELIVERED, THEY ARE REQUESTED TO BE DELIVERED AT LEAST ONE HOUR BEFORE THE CLOSING TIME OF THIS RFP TO THE GROUND FLOOR HEARING ROOM, OF THE ARCHDALE BUILDING, 512 N. SALISBURY STREET, RALEIGH, NC 27604.</u>	

NOTE: A MANDATORY PREPROPOSAL CONFERENCE will be held to clarify all information contained within this 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 August 16, 2006 beginning at 9:00 a.m. (EST) in the auditorium of the Department of Transportation - Division of Highways Building located at 1 South Wilmington Street, Raleigh NC, 27601. Participants will be required to provide a picture ID for entrance into the building. A (per hourly fee) parking lot is located across the street from the building. Due to limited parking, all offerors are "encouraged" to arrive at least 30 minutes before the time set for the beginning of the preproposal conference.

WRITTEN QUESTIONS: Prospective offerors are encouraged to submit their written questions for this RFP in advance of the Preproposal Conference to Mike Brendle via email (mike.brendle@ncmail.net) or by FAX (919) 715-0684. Written questions concerning the specifications in this Request for Proposals will be received in this office until 3:00 p.m. (EST), August 25, 2006. 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: **MIKE BRENDLE - DENR PURCHASE & SERVICES**
Phone No. (919) 715-3880 FAX No. (919) 715-0684
Email: mike.brendle@ncmail.net

A summary of all questions and answers will be posted on the Internet as an addendum, located under RFP # 16-D06125. **It is the offeror's responsibility to continuously check for addenda up to the last posted Opening Date/Time and 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 DPS, in which case, the addendum will be accepted in a separate envelope).

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, WETLAND,
BUFFER AND/OR COASTAL MITIGATION IN MULTIPLE RIVER BASINS
AND CATALOGING UNITS AS DESCRIBED IN THE SCOPE OF WORK

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

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

- 📎 EEP RESTORATION PLAN TEMPLATE
- 📎 EEP MITIGATION PLAN DRAFT OUTLINE
- 📎 EEP MONITORING REPORT TEMPLATE
- 📎 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

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.
- Buffer Mitigation Unit (“BMU”)** – The unit of measurement of the extent of Riparian Buffer Mitigation being offered in a **Proposal**; the **BMU** value for a **Site** is the sum of the acres of Buffer Restoration.
- Buffer Restoration** – Establishment of woody vegetation presently absent or sparse (less than 100 stems per acre that are greater than or equal to five inches dbh for trees and greater than two feet in height for shrubs) measured within 50 feet of surface waters. Nuisance and exotic vegetation are not included in the stem count. Restoration of woody vegetation along ditches that deliver runoff directly to waters classified in accordance with 15A NCAC 2B.0100 and are not part of an existing nutrient reduction program can be approved for mitigation provided that this activity addresses the predominant source of pollutants into the system.
- 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 <http://www.nccoastalmanagement.net/Rules/Text/t15a-07h.0100.pdf>
- Closing Date** – The location, date, and time prior to which the **Technical Proposal** and **Sealed Cost Proposal** must be delivered to the **DPS**.
- 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; nearby; adjacent.
- Credit** – A unit or amount of available wetland or stream mitigation contained in an approved **Mitigation Bank** that has a fully executed Mitigation Banking Instrument and on which a Conservation Easement has been recorded.
- Delivery Address** – The physical address to which the **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.

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. Typically, **Compensatory Mitigation** consists of restoration of existing degraded wetlands or streams.

Mitigation Bank – Mitigation banks are defined and established under the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks (Federal Register November 28, 1995, Volume 60, Number 228, pp. 58605-58614).

Mitigation Plan – 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 in the site (credits, acres, etc.), and the criteria by which its success will be determined. Example is on following website: <http://www.nceep.net/business/rfps.htm>

Monitoring Report – Task 7-11 deliverables due in December in the Five (5) years following the completion of the construction. This report contains results of those measured success criteria as defined in the Mitigation Plan. Example is found at following website: <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 and 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/documents/NC_Stream_ID_Manual.pdf

Prior Converted Cropland – Areas defined by the Soil Conservation Service (now the NRCS) (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 or 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 **Technical Proposal**.

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 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.

Restoration Plan – A written document, supplemented with graphics, which describes the goals of the mitigation project, the existing conditions, how it will be implemented, and other pertinent information. The Restoration Plan is developed and submitted prior to the permitting and implementation of the project. Example is on following website:
<http://www.nceep.net/business/rfps.htm>

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.

Riparian Wetlands – an area that is adjacent to a stream or river and is 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**. Separate Sealed Cost Proposals must be submitted for one proposed site if the Offeror is willing to offer different quantities of mitigation at different prices.

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.

Targeted Local Watershed (TLWs) –14-digit **HUs** identified by the **EEP** in the **Watershed Restoration Plan** for each river basin in North Carolina. These are preferred locations for mitigation projects because they may have environmental characteristics that can be improved through restoration projects. TLWs can be found at the following web link:
<http://www.nceep.net/business/rfps.htm>

Technical Proposal – One of the two parts of the **Proposal**; 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 Division.

USGS – United States Geological Survey.

Watershed Restoration Plan – A planning document prepared by the **EEP** that targets specific watersheds (TLWs) with descriptions of existing degradation and protection needs for restoration project implementation. See:
<http://www.nceep.net/business/rfps.htm>

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" 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 Mike Brendle via email (mike.brendle@ncmail.net) or by FAX (919) 715-0684 on or before **3:00 p.m. (EST), August 25, 2006. NO PHONE CALLS PLEASE** AND PLEASE DO NOT SUBMIT THE QUESTIONS TO ANY OF THE EEP STAFF. **Only written questions will be received by the North Carolina Department of Environment and Natural Resources, Division of Purchase and Services.** Written questions are considered legally binding and any verbal questions/contact is not. **NO WRITTEN (OR VERBAL) QUESTIONS WILL BE ACCEPTED AFTER at 3:00 P.M. (EST), August 25, 2006.**

All contact, pertaining to this RFP, with the members of the professional staff of the Department and/or the EEP staff 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** and it is strongly suggested that Offerors **CONTINUOUSLY** 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.** Offerors **must** not put the addenda in with the sealed cost proposal(s). The addenda should be within each technical proposal (including the copies and CD-Rs) and marked with the addenda number. Make the addenda easy to find during the opening of the technical proposals. It would be helpful to put the required addenda with the execution page of the RFP included in each binder of the technical proposal.

Section 4. MITIGATION REQUESTED

The Department desires to acquire **stream, riparian wetland and non-riparian wetland mitigation units in the Cataloging Units and amounts** as specified in the table below: The actual amount of mitigation that may ultimately be recommended by the Department will depend on the quality of the proposals submitted, the quantity of mitigation 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.

Table 1.

River Basin	Cataloging Unit	Stream Mitigation Units	Riparian Wetland Mitigation Units	Non-Riparian Wetland Mitigation Units	Special Conditions
French Broad	06010108	20,000	5	3	* Wetland proposals for this Cataloging Unit must consist of at least 50% Restoration.
Little Tennessee	06010202	5,000	0	0	No special conditions for this Cataloging Unit
Little Tennessee	06010204	50,000	0	3	*Wetland proposals for this Cataloging Unit must consist of at least 50% Restoration.
New	05050001	0	0	28	*Wetland proposals for this Cataloging Unit must consist of at least 50% Restoration.
Yadkin	03040104	20,000	0	5	*Wetland proposals for this Cataloging Unit must consist of at least 50% Restoration.
Yadkin	03040105	0	16	5	* RIPARIAN wetland proposals for this Cataloging unit must consist of at least 75% Restoration. NON-RIPARIAN wetland proposals must consist of at least 50% Restoration.
Yadkin	03040201	0	0	95	*Wetland proposals for this Cataloging Unit must consist of at least 50% Restoration.

All proposals must include documentation that the Offeror has either a recorded, unencumbered deed to the Site(s) being proposed, 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.

***Wetland Proposals must at a minimum, consist of a designated proportion (see Section 4. Table 1.) of Restoration as defined in rule 15A NCAC 2H .0506(h)(4)(A).**

Preference of awards will be given to those proposals that consist of fully restored sites with documentation of completed successful restoration. However, 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 on pages 37-38 in the NCWRP 2001 Annual Report found at the following web site:
<http://www.nceep.net/business/rfps.htm>

- Site identification
- Site acquisition
- Project Assessment/Design, Feasibility
- Site restoration
- Post-monitoring
- Long-term Maintenance and Management

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 Restoration within a Cataloging Unit; or
- One or more Sites providing a portion of the requested Restoration within a Cataloging Unit; or
- Available Credits from an approved Mitigation Bank that provide some or all of the requested Restoration within a Cataloging Unit.

 Offeror's are requested to submit **"LETTERS OF INTEREST"** indicating an Offeror's intent to attempt to participate in site searches for this RFP and provide information as to how well searches are going in each of the catalog units. Site names do not have to be mentioned, only intentions to participate in bidding on this RFP and if the search for mitigation within each specified Cataloging Unit appears to be available per the requirements of this RFP. This information will be analyzed by EEP to determine if this RFP will and can generate any responses. Bidders are cautioned to not submit other information that is not requested and only provide the information requested above. These letters are to be mailed to: NC DENR, Division of Purchase & Services, Attn: Mike Brendle, 1605 Mail Service Center, Raleigh, North Carolina 27699-1605 **on or before August 25, 2006, 5:00PM.** ***** **(This is not a mandatory requirement)**

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

- Property purchased with Clean Water Management Trust Funds; 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 control by the State or currently in negotiation for Compensatory Mitigation needs by any State Agency.
- Any property situated in the following excluded Hydrologic Unit Codes:

River Basin	8 Digit Cataloging Unit	6 Digit Hydrologic Unit
French Broad	06010108	050010, 080010 and 080020
New	05050001	030020 and 030030
Yadkin	03040105	010010, 010020, 010030, 010040, 010050, 020010, 030020

The NCEEP develops Watershed Restoration Plans for river basins in North Carolina and assigns high priority status to certain hydrologic units within each river basin. The EEP encourages mitigation sites to be located in these targeted 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. The Watershed Restoration Plans and targeted hydrologic units can be found at the following web address: <http://www.nceep.net/business/rfps.htm>

The definitions of wetland Restoration, Enhancement, Creation and Preservation can be found at 15A NCAC 2H .0506(h)(4)(A) – (D). http://ncrules.state.nc.us/ncadministrativ_/title15aenviron_/chapter02enviro_/default.htm

Information 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.

For stream mitigation sites, information must be provided in the Technical Proposal to demonstrate that all reaches of streams proposed for mitigation are Perennial. Information concerning perennial streams is found in Section 1, Definitions.

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.

Wetland, Stream, and Buffer 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, Stream Mitigation Units, and/or Buffer 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: 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)

Wetland Proposals must at a minimum, consist of a designated proportion (see Section 4. Table 1.) of Restoration as defined in rule 15A NCAC 2H .0506(h)(4)(A). Proposals that do not meet this requirement will not be considered.

*Example: 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 Units (SMU) are determined by using the following formula:

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

The terms 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

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)

Buffer Mitigation Units (BMU) are determined by using the following formula:

$$BMU = Restoration/1.0$$

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

Unless the bidding Offeror specifically states in the Technical Proposal (must be stated in the executive summary) a willingness to accept a contract for an amount of mitigation less than the full proposal, 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. However, in order for the Department to acquire the requested amount of mitigation to meet required compliance needs, the Department may accept two or more proposals from one or more bidding Offeror(s), resulting in a combination that is the most ecologic and economic for the State, as determined by the Department.

*****Offerors are requested to submit **"LETTERS OF PROGRESS"** listing any possible site submittals. EEP will only accept that information in the form of numbers of linear feet and acreages and type of mitigation in which River Basin and Catalog Units. This information will be analyzed by EEP to help in making any amendment decisions in order to meet compensatory mitigation needs. Bidders are cautioned to not submit other information that is not requested and only provide the information requested above. These letters are to be mailed to: NC DENR, Division of Purchase & Services, Attn: Mike Brendle, 1605 Mail Service Center, Raleigh, North Carolina 27699-1605 on or before August 25, 2006, 5:00PM *******(This is not mandatory)**

Section 5. SCOPE OF WORK

The Scope of Work 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, including one electronic copy each for boundaries and surveys:

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). **Conveyance of all Available Mitigation - The Offeror 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 Offeror's obligations.** Selected properties must be protected by a conservation easement 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 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>

Provide an electronic copy of the boundary of the proposed project. The boundary can be the proposed easement, the property boundary, 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 shapefile 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 shapefile. The table for the shapefile 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)

Surveys shall be provided in AutoCaD or .dwg format. It is preferred that these document be sent by email to the Contract Administrator. EEP and the SPO will review and notify the RFP provider of the approval of these documents prior to recordation. Prior to closing, the RFP provider must submit electronic copies of the title opinion, survey, draft conservation easement for review by the Department of Administration, State Property Office. The RFP provider shall submit the recorded easement with the invoice for Task 2 deliverables.

Task 3 EEP requires three (3) hard copies of the "Draft" restoration 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" restoration plans.

Develop a Site-specific Restoration Plan, as appropriate for each site and submit it to the EEP for review, comment, and approval. Performance Bond is also due as part of this deliverable (see Section 12). Outline for Restoration Plan can be found at the following web site: <http://www.nceep.net/business/rfps.htm>

Task 4 Secure all necessary permits and/or certifications 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 Restoration Plan has been approved (in writing) by EEP. Applications to the US Army corps of Engineers and NC Division of Water Quality must include a copy of the approved/signed categorical exclusion, and a copy of the Restoration Plan approval letter from EEP.******

Task 5 Complete planting of the mitigation site and install all monitoring devices/plots. Trees must be planted at least six months before monitoring activities are conducted at the end of the growing season.

Task 6 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 deliverables for Task 6.

Prepare a Mitigation Plan and a set of As-Built Drawings for the Site and submit it to the EEP. A guide for the Mitigation Plan can be found at the following web site: <http://www.nceep.net/business/rfps.htm>

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 deliverables for Tasks 7 - 11.

Monitor the mitigation site as outlined in the mitigation plan to assess the success of the restored site for a period of at least five years. Submit annual monitoring reports to the EEP. Each annual monitoring report must be submitted to the EEP by December 31 of the year during which the monitoring was conducted. Project success criteria must be met by the fifth year of monitoring, or monitoring will continue until all success criteria are met. An example of a Monitoring Report can be found at the following website: <http://www.nceep.net/business/rfps.htm>

Section 6. CONTRACT PERIOD

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 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

The specific amount that will be paid to the Offeror 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 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		
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	Restoration Plan Approved by EEP	15
4	Mitigation Site Earthwork completed	15
5	Mitigation Site Planting and Installation of Monitoring Devices	10
6	Mitigation Plan (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 (Although invoice may be submitted with deliverable, the invoicing period begins when deliverable is approved by EEP).

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 to the Provider if a suitable contingency plan is submitted to and accepted by the EEP.

Possible Downward Payment Adjustments - Payment by the Department will be based on the number of WMUs, SMUs and/or BMUs the Offeror 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 Offeror 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 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

Each proposal must be submitted in two parts – (1) **Technical Proposal** and (2) **SEALED Cost Proposal** in separate sealed, labeled envelopes or packages. The Sealed Cost Proposal must be in a **separate sealed envelope**. 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 "Technical Proposal" or "Sealed Cost Proposal" as appropriate.**
6. **The date.**

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

It is extremely important that the 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 Site separately. 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 other types of Mitigation (Streams and/or Wetlands). One (1) technical proposal may be submitted for multiple sites if sites are contiguous.

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, **three (3) copies identified as "Copy"** and **three (3) Compact Discs (CD-Rs for Read Only) must be submitted**. The CD-Rs must be clearly labeled on the outside with the same information that is required for the outside of the Technical Proposal. The files on the CDs must be an exact duplicate of the hard copy of the "Technical" proposal with no additional information or missing information. The CD files must be in .PDF format and protected by password security that only allows high resolution printing and copying of text, images and other content because the files on the CDs may be subject to printing and duplication. Submitting proposals on a CD-R (Read Only) will ensure no editing of the documents can take place for the offeror's protection as well as the Department's. All properties of the files must be protected from editing. 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**. Any "CONFIDENTIAL" information that is stamped on the hard copy of the technical proposal(s), must be submitted on an individual CD-R that is clearly labeled "CONFIDENTIAL" and there must be three (3) CD-Rs of this information submitted as well. The Department is requiring that any and all financial statements for companies must be included in this "CONFIDENTIAL" CD-R (this is for CD-Rs only and any hard copies of confidential and/or financial must still be submitted inside the Technical Proposal(s) and clearly stamped "CONFIDENTIAL". Please label the CD-R as required for the technical proposal CD-Rs, such as site name, etc., and add the word(s) "CONFIDENTIAL" and/or "FINANCIAL" to the label(s). 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.

Caution: Offeror's proposal packages must be in the Division of Purchase and Services' possession by the date and time indicated as the closing date, which is **Wednesday, October 25, 2006, by 10:00 a.m. (EST)**. **That is the time that DENR will begin opening the Technical Proposals for all offers received by that date and time in the Ground Floor Hearing Room**. 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 deemed non-responsive. **A time beginning at 9:00 a.m. (EST) has been established for dropping off proposals one hour before the closing time to ensure delivery and receipt of boxes in a timely manner.**

The Technical Proposal must follow the outline below:

- **Part 1 – Executive Summary** – The executive summary shall consist of the proposal cover letter highlighting the general contents of the proposal and bearing the authorized representative's signature. If the bidder will accept a contract for less than the proposed amounts of mitigation on the site, an indication to do so and specific amounts must be stated in this section.
- **Part 2 – Financial Statement** – The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided. Submit hard copy in binders with technical proposal(s) clearly stamped as "Confidential", but submit any of this financial and/or confidential information on a stand alone, separate CD-R and do not include this information with the CD-R for the 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 vendor and sub-contractors, and DBE/HUB participation.
- **Part 4 – Technical Approach** – The Offeror's technical proposal must include a description of the project goals and how the potential ecological benefits of the proposed site will achieve those goals. The Offeror must state the expected ecological benefits and goals of the project as related to water quality, water quantity/flood attenuation, and habitat. 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. The Technical Proposal must also fully describe the specific details of the proposed mitigation and include, at a minimum: (1) a detailed description of the proposed Site(s), including County and 14-digit Hydrologic Unit; (2) the amount (in acres and/or feet) of proposed mitigation; (3) the current ownership of the property(ies) proposed; (4) the means by which the proposed changes will be made; (5) the phasing (including time schedule (month, year)) of such changes; and (6) the vegetative and hydrological success criteria. A proposed schedule for completing each task shall be included with the Technical Proposal. **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).**

"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 30 pages printed front to back (60 page limit) and is submitted as a three ring binder with sections. Photographs, maps and diagrams will count toward the 30 pages. **One (1) original, five (5) copies and three (3) Compact Discs (CD-Rs) of the Technical Proposal must be submitted, along with any confidential and/or financial information submitted on a stand alone CD-R for that technical proposal.** 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.

In order to qualify for site Bonus Points (see section 10), indication of an advanced stage of work must be included in the Technical proposal. The proposal must indicate if the site(s) have a completed Restoration plan, Mitigation Plan and/or Monitoring Report(s), but do not have to include plans in submittal. Any received permits must be included (do not count towards the sixty (60) page limit)."

Section 10. PROPOSAL REVIEW AND RANKING

The review of Technical Proposals will be conducted in five 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 Technical Proposals that were received by the specified closing date will be opened and those that 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.

Phase 4 – Sealed Cost Proposals for all proposals still under consideration will be opened on a specified date, determined by DENR Division of Purchase and Services. Bidders, with cost proposals being opened will be notified by DENR Division of Purchase and Services 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 PRC. 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 Technical Proposal and then evaluating the Sealed Cost Proposal. The accepted site(s) will be based upon a combination of the lowest Adjusted Unit Cost, the availability of funding, and what is in the best interest of the State of North Carolina.

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 Contract Administrator, the PRC, and the Director of Operations of EEP will confirm the proposal selections and submit recommendations to the DPS for contract development and execution.

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

Technical Proposals will be evaluated based on the following criteria. Please note that these criteria are provided as a guide to the PRC for use in their evaluation of the proposals. Because of the potential difference in sites and the goals established for them, these criteria may be weighted differently to suit the specific Proposal to which they are being applied. However, the maximum number of points available within a particular category for a specific Proposal will remain the same.

Table 2 Technical Proposal Evaluation Criteria		
1	Potential for Water Quality Benefit	Maximum Points
	Project is in an EEP Targeted Watershed	A maximum total of 50 points will be assigned to the first three criteria. These may be distributed among the three criteria as determined by the goals for the site as stated in the Technical Proposal .
	Project Involves Work on a 303d-listed Stream or its Watershed	
	Project is Located in a Water Supply Watershed	
	Adjacent to Land that Produces WQ Problems (impervious surfaces, nutrients, sediments)	
	Opportunity for Pollutant Removal from Adjacent Land	
	Exceeds Minimum Buffer Requirements (on Stream and Buffer Projects)	
2	Potential for Water Quantity Benefit and/or Flood Storage	
	% Impervious Surface in Watershed	
	Landscape Position (Headwaters, Pulse Attenuation, etc.)	
3	Potential for Habitat Benefit	
	Use of Appropriate Plant Communities	
	Potential Habitat Improvement for Listed Species	
	Potential Habitat Improvement for Anadromous Species	
	Potential to Connect Adjacent Natural Habitats	
	Adjacent to Existing Natural Heritage Areas	
4	Likelihood of Success and Meet Project Goals	34
	Lack of Physical Constraints	
	Noxious Species Control Plan	
	EEP Agreement with Amount & Type of Mitigation Proposed (R vs. E vs. P, I vs. P)	
	Ability to Meet Specified Project Requirements (Specified Project Goals)	
	Project Timeline	
5	Qualifications & Experience of Offeror	16
	Similar Mitigation Projects Completed in NC	
	Similar Mitigation Projects Completed in Other States	
	Experience of Project Manager	
	Multidisciplinary Team Approach to Project	
	DBE/WBE/Minority Involvement	
6	Bonus Points – Stage of Project Implementation	25
	Restoration Plan Complete (5) and required permits obtained (5) – 10 Points	
	Site Built – 10 Points	
	Monitoring Complete – 1 Point for Each Year, Maximum = 5	
	Maximum Possible Score	125
	Proposal Rating (Maximum Possible Score x 0.01)	1.25

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 to the DPS 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 Offeror, as a result of adverse findings at the completion of these two tasks. In that event, the Department will pay the Offeror 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.

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 Offeror 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 Offeror 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 Restoration Plan) before EEP will authorize payment for Task 3. This bond must remain in effect until the Offeror has received written notification from the EEP that the requirements of Task 6 (Submittal of Mitigation Plan) 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 three (3) copies must be submitted. The Cost Proposal must be submitted in a **sealed** and clearly identified envelope. A separate Sealed Cost Proposal must be submitted for each Site proposed by the Offeror. In the event that stream, buffer, riverine wetland, and/or non-riverine 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. Questions/Answers/Addenda.
3. Technical Proposals in **One (1) marked "ORIGINAL", three (3) marked copies, three (3) Compact Discs (CD-Rs) of the Technical Proposal, and three (3) Compact Discs (CD-Rs) of the financial/confidential statements** will be received from each offeror in sealed packages as follows:
 - Each offer shall be signed and dated by an official authorized to bind the firm (**1 "original inked" document must be submitted**). Unsigned proposals will not be considered.
 - No technical information shall be contained in the Sealed Cost Proposal. No cost information shall be contained in the hard copy of the Technical Proposal or on any of the required CD-Rs. **If any cost information is provided by the offeror in the technical proposal (hard copy or CD-R) and/or if any technical information is provided by the offeror in the Sealed Cost Proposal, the offeror's entire proposal shall be rejected.**
 - **No confidential or financial statements shall be contained in the CD-Rs for the Technical Proposal(s). "Confidential and/or Financial Statements" must be submitted in the hard copy(ies) of the Technical Proposal, but must be taken out of the CD-Rs for the Technical Proposal(s) and submitted on separate CD-Rs labeled as "Confidential".**
4. Cost Proposals in **One (1) signed marked "ORIGINAL" of the Sealed Cost Proposal and three (3) marked copies** must be submitted.
5. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this Request for Proposals.
6. On that date and time the package containing the **technical proposals from each responding firm will be publicly opened in the "Ground Floor Hearing Room" in the Archdale Building located at 512 N. Salisbury Street, Raleigh, NC 27604.** At this time, the name of each offeror will be announced publicly and a notation will also be made whether a separate sealed cost proposal has been received. Sealed Cost Proposals will be placed in safekeeping and opened at a later date, if the technical proposal is determined to be acceptable.
7. Technical proposals will be evaluated first.
8. Upon completion of the technical evaluation, the Sealed Cost Proposals of those firms whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each firm will be tabulated and becomes a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
9. Evaluation Criteria – See RFP specifications Section 10, Technical Proposal Evaluation Criteria/Determination of Proposal Rating (PR).

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 most advantageous to the State.
10. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to accept or reject any and all offers, to waive any informality in proposals, and, unless otherwise specified by the offeror, to accept any item in the proposal when 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-reusable 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. **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.
 8. **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 therefor. Deviations must be explained in detail on an attached sheet(s).
 9. **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.
 10. **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.
 11. **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.
 12. **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.

13. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
 - 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 f) above, with the exception that information must be submitted to DENR Division of Purchase and Services.
21. **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/>
22. **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 of 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.

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 can and will provide the specified performance bond or alternate performance guarantee.
- _____ The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- _____ The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.
- _____ 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.

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
Address:	African American <input type="checkbox"/>
City/State/Zip:	Woman <input type="checkbox"/>
Telephone Number:	Hispanic <input type="checkbox"/>
Fax Number:	Handicapped <input type="checkbox"/>
Federal Employer Identification No: (This will be the Fed ID # where checks will be paid to if awarded a contract and this # must match throughout this RFP package)	Other Minority Specify: <input type="checkbox"/>
E-Mail address: (PRINT LEGIBIGALLY)	
Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18):	
Signature:	Title:
Typed or Printed Name:	Date:
Key Personnel/Individual Assigned To This RFP By The Offeror:	Title :

****THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR TECHNICAL PROPOSAL ****
Unsigned proposals will not be considered.

RFP # 16-D06125

RFP Title: **FULL DELIVERY PROJECT TO PROVIDE STREAM, WETLAND, BUFFER AND/OR COASTAL MITIGATION IN ONE OF THE FOLLOWING RIVER BASINS/CATALOGING UNIT:**

Indicate with a "X" the River Basin this Cost Proposal is for:	River Basin	Cataloging Unit
	French Broad	06010108
	Little Tennessee	06010202
	Little Tennessee	06010204
	New	05050001
	Yadkin	03040104
	Yadkin	03040105
	Yadkin	03040201

SEALED COST PROPOSAL FORM

A **SEPARATE** SEALED COST PROPOSAL IS REQUIRED FOR EACH PROPOSED SITE.
ON THE FRONT OF EACH SEALED COST PROPOSAL ENVELOPE THE SITE NAME/LOCATION 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 #