STATE OF NORTH CAROLINA

Department of Environmental Quality - Division of Mitigation Services

Request for Proposal #: 16-2390995147

Adaptive Management Plan for Rowan Branch (#317)

Date of Issue: September 9, 2026

Proposal Opening Date: 10/20/2026

At 10:00 AM ET

Direct all inquiries concerning this RFP to:

Krisie Corson

Contracts Manager

Email: kristie.corson@deq.nc.gov

Phone: 919-707-8935

STATE OF NORTH CAROLINA

Request for Proposal #

16-2390995147

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.

____

Vendor Name

____

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at https://evp.nc.gov/SignIn

Ver: 07/2026

Vendor: ____

STATE OF NORTH CAROLINA Division of Department of Environmental Quality	
Refer *ALL* Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.6 for details:	**Request for Proposal #:** *16-* 2390995147 **Proposals will be publicly opened:** October 20, 2026 at 10:00 AM ET
Using Agency: Division of Mitigation Services **Requisition No.:** n/a	**Commodity No. and Description:** 701617 Ecosystems

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:

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

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

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

The attached certification, by ____.

(Authorized Representative of Department of Environmental Quality)

Contents

1.0 PURPOSE AND BACKGROUND

The mission of NCDMS is to provide cost-effective mitigation alternatives that improve the state's water resources.
This solicitation and any resulting procurement are in accordance with GS 143-214.11(i), and the current Department of Administration/Department of Environmental Quality (DOA-DEQ) Special Delegation Agreement for compensatory mitigation.

Rowan Branch Mitigation Site (DMS#317) is a stream and wetland preservation-only mitigation site located three miles southeast of the Town of Clinton. The site is situated south of Rowan Road (SR1924), approximately 1.7 miles east of the intersection with US 701 Business in central Sampson County. The Interagency Review Team (IRT) conducted the initial closeout site visit on 12/17/2024. The IRT considered 78.667 stream mitigation units (SMUs), 4.880 riparian and 3.880 non-riparian wetland mitigation units (WMUs) for final release. The IRT commented that the site may be closed upon resolution of the identified contingencies.

DMS is seeking a qualified firm to provide the following services described in the Scope of Work (Section 5.0):

- perform a wetland delineation
- identify and quantify the extent of invasive vegetation species
- provide recommendations for treatment of invasive vegetation species
- provide recommendations on a supplemental planting plan and monitoring plan designed to achieve success criteria for survivability
- develop an Adaptive Management Plan for approval by the IRT

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within three (3) business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	State	9/9/2026
Hold Pre-Bid Site Visit	State	9/30/2026 10:00 AM ET
Submit Written Questions	Vendor	10/7/2026
Submit Quotes	Vendor	10/20/2026 2:00 PM ET https://teams.microsoft.com/meet/253249530794148?p=SStwJUwkln9mItsDBd
Contract Award	State	TBD

2.5 SITE VISIT

Mandatory

Date:	9/30/2026
Time:	10:00 AM Eastern Time
Location:	GPS COORDINATES (34.967990, -78.270012)
DMS Contact:	Zach Thomas 984-383-2981

__Instructions__: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR QUOTE BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow. All attendees must stay for the entire site visit and sign out before leaving.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S QUOTE BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the email address **tracie.harrell@deq.nc.gov** by the by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 16-2313794044 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening</u>. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless

all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.8 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

The Vendor's Proposal (pdf) shall include the following items and attachments:

a) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.

b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP in its entirety.

c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.

d) Vendor's Proposal addressing all Specifications of this RFP.
   i. Pricing (RFP Section 4.1)
   ii. Vendor Experience (RFP Section 4.3)
   iii. Vendor Technical Approach (RFP Section 5.4)
   iv. Project Organization (RFP Section 5.3)
   v. References (RFP Section 4.4)

e) Completed version of ATTACHMENT A: PRICING

f) ATTACHMENT B: INSTRUCTIONS TO VENDORS

g) ATTACHMENT C: NORTH CAROLINA TERMS & CONDITIONS

h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

Conservation Easement – A restriction that 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 from the landowner a conservation easement as prepared and facilitated by the full delivery provider for all NC Division of Mitigation Services full delivery projects.

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 (rehabilitated), established, enhanced, or preserved.

Department – The North Carolina Department of Environmental Quality (NCDEQ)

Division of Water Resources - Division in NCDEQ that is responsible for state water quality regulations.

Interagency Review Team (IRT) – A 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 stream and/or wetland mitigation bank or an in-lieu fee program.

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 storm water runoff. An intermittent stream should score at least 19 points using the NC Division of Water Quality Classification Manual, Version 4.11, 2010, effective September 1, 2010.

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

Monitoring Report – A written document, supplemented with graphics due on December 1st of each year during the monitoring period following the completion of construction. This report contains results of the measured success criteria as defined in the Baseline Monitoring Document.

NCDMS – The North Carolina Division of Mitigation Services.

Non-Riparian Wetland – An area underlain with hydric soils that is NOT located in a geomorphic floodplain or natural crenulation and NOT contiguous to natural lakes greater than 20 acres in size or artificial impoundments. Non-Riparian Wetlands are typically found on flats in interstream divides (pocosins), side slopes (seeps), and in depressions surrounded by uplands (mafic depressions, lime sinks and Carolina Bays). The hydrology of non-riparian 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)).

Opening Date – The location, date, and time that the Vendor's Response must be delivered to NCDMS. Offers will not be accepted by NCDMS after the opening date/time.

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 4.11, 2010, effective September 1, 2010.

Project Area – For the purposes of this RFQ, project area is defined as the area within the conservation easement for the project.

Project Milestones – A deliverable, such as a document or completed action that signifies that the endo of a task in the Scope of Service**.**

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).

Riparian Wetlands – An area that is underlain with hydric soils and located within a geomorphic floodplain or natural crenulation, or contiguous with NATURAL water bodies greater than 20 acres in size.

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

Wetland Preservation - means the removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes those activities normally associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain in aquatic resource area or functions.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP), https://evp.nc.gov,* under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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

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

1. Pricing (RFP Section 4.1)
2. Vendor Experience (RFP Section 4.3)
3. Vendor Technical Approach (RFP Section 5.4)
4. Project Organization (RFP Section 5.3)
5. References (RFP Section 4.4)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor

c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

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

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor 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. All experience must be within the past 10 years.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the solicitation State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.5 BACKGROUND CHECKS

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

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☒ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☐ Contract value in excess of $1,000,000.00

4.9 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.10 SECRETRY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor registered with the North Carolina Secretary of State: Yes☐ No ☐

5.0 OBJECTIVES AND SCOPE OF WORK

5.1 OBJECTIVES

The Department of Environmental Quality (NCDEQ), Division of Mitigation Services (NCDMS) requires the services of a VENDOR to develop an Adaptive Management Plan (AMP) for the Rowan Branch (DMS #317) compensatory mitigation site (hereinafter referred to as “PROJECT”). The Project is a preservation-only compensatory mitigation site located in Sampson County. The Project occurs within a State-owned conservation easement.

The up-to-date version of the Google Earth KML DMS project boundaries, as of April 2026, can be found at:
https://www.deq.nc.gov/mitigation-services/document-management-library/property/nc-deq-mitigation-project-boundaries-kmz

The conservation easement documents for the PROJECT are available on the DMS Property website:
(https://edocs.deq.nc.gov/MitigationServices/DocView.aspx?id=1682&dbid=0&repo=MitigationServices&cr=1)

The Interagency Review Team (IRT) conducted the initial closeout site visit on 12/17/2024. The IRT considered 78.667 stream mitigation units (SMUs), 4.880 riparian and 3.880 non-riparian wetland mitigation units (WMUs) for final release. The IRT commented that the site may be closed upon resolution of the following contingencies:

- Removal of stream credit from closeout consideration
- Invasive species must be treated in the conservation easement.
- Wetlands, riparian and non-riparian, are approved for closure at a ratio of 10:1, subject to effective invasive species treatment. Wetlands identified as seep wetlands in the baseline/closeout reports must be refined to exclude any non-wetland areas.
- All permanent structures, fences and trash located within the areas subject to the conservation easements/fee simple deed must be removed, or alternatively, the protection mechanisms must be revised to exclude these areas. Boundary

sign refresh/verification is required. **DMS is responsible for this contingency item. DMS will address it separately and provide the Vendor with applicable information for inclusion in the Adaptive Management Plan (AMP) for IRT Review.*

5.2 TASKS/DELIVERABLES

Documents referenced in this section are available for review and download at the following link:
https://edocs.deq.nc.gov/MitigationServices/Browse.aspx?id=1714&dbid=0&repo=MitigationServices&cr=1

Deliverables will not be approved without adherence to the current version of the DMS digital/spatial data formatting requirements (spatial data submission tool).

In addition to the requirements of the State General Terms and Conditions, all deliverables provided to DEQ shall comply with the requirements of 28 CFR Part 35, implementing Title II of the Americans with Disabilities Act, including conformance with the Web Content Accessibility Guidelines 2.1 Level AA.

5.2.1 Task 1 Confirmation of Wetland Boundaries

A Jurisdictional Determination (JD), dated 12/1/2009 (Expired 12/1/2014), quantified the wetland boundaries measuring 89.200 acres of wetland. The JD (pdf) and project boundary (georeferenced pdf) are available for review and download at the above link.

The VENDOR will perform a field delineation to determine existing wetland acreages and confirm the wetland boundaries as defined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and USACE regional supplements. Delineations and soils report must be completed and sealed by a Licensed Soil Scientist (LSS).

Wetlands, riparian and non-riparian, are approved for closure by the IRT at a ratio of 10:1, subject to effective invasive species treatment. Wetlands, identified as seep wetlands on the **Rowan Branch_317_Georeferenced Closeout Map.pdf** (provided at the above link), must be refined to exclude any non-wetland areas.

5.2.2 Task 2 Invasive Vegetation Management and Supplemental Planting Plan

The VENDOR will identify and quantify the extent of invasive vegetation species and provide recommendations for a treatment plan. In the areas of treatment, the vendor will provide recommendations for a supplemental planting plan, including vegetation type, size, and planting density suitable for the natural community. The plan will include soil amendments as necessary, fertilization, and monitoring designed to achieve success criteria for survivability. Standard success criteria and additional guidelines can be found throughout the following link: NC IRT 2016 Guidance. Final success criteria will be determined during project development in Task 3 and approved by the IRT in Task 4.

5.2.3 Task 3 Draft Adaptive Management Plan (AMP)

The VENDOR will develop an Adaptive Management Plan (AMP) for review and approval by the IRT including:

- Delineated wetland boundaries completed and sealed by a Licensed Soil Scientist (LSS) (as determined by VENDOR)
- Soils Report completed and sealed by a Licensed Soil Scientist (LSS) (as determined by VENDOR)
- Identified and quantified extent of invasive vegetation species (as determined by the VENDOR)
- Work Plan recommendations for treatment of invasive vegetation species
- Work Plan recommendations on a supplemental planting plan and success criteria for survivability

The AMP format will include, at a minimum, the following content descriptions including supporting tables and mapping as needed:

- Project Overview and conservation easement boundaries
- Existing Conditions
  - Original wetland boundaries
  - Verified/updated wetland boundaries
  - Invasive species (species, density, location)
- Work Plan recommendations
  - Treatment of invasive vegetation species
  - Supplemental planting plan (in anticipated denuded areas post treatment) and success criteria for survivability
- Wetland Mitigation Quantity and Credit

The Draft AMP will be submitted to DMS for initial review. Upon review, DMS will provide comments and requested changes to the VENDOR to be incorporated into the Draft AMP before submittal to the IRT for review.

Upon IRT review and comment, all provided comments and requested changes must be incorporated into the Final AMP (Task4). If requested, VENDOR will attend site visit or meeting with the IRT.

5.2.4 Task 4 Final Adaptive Management Plan (AMP) and Receipt of IRT Approval

The VENDOR will incorporate any DMS/IRT comments and requested changes to the Final Adaptive Management Plan (AMP) and provide to DMS for submittal to the IRT for final review and approval. DMS must receive written approval from IRT before final payment of Task 4 may be authorized.

The VENDOR will prepare draft and final versions of the AMP.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable (described in Section 5.2) and the schedule for accomplishing each shall be included.

This section must include and be completed in the following sequence:

- performing a wetland delineation
- identifying and quantifying the extent of invasive vegetation species
- providing recommendations for treatment of invasive vegetation species
- providing recommendations on a supplemental planting plan and monitoring plan designed to achieve success criteria for survivability
- developing an Adaptive Management Plan for approval by the IRT

5.5 PAYMENT SCHEDULE AND DESCRIPTION OF MILESTONES

Vendor must meet the following Project Milestones and Payment Schedule:

Project Milestones and Payment Schedule				
Task	**Project Milestone**	**Payment^ (% of Contract Value)**	**Deliverable format**	**Deliverable Due Date**
1	Confirmation of Wetland Boundaries	35%	Shapefiles, Georeferenced PDF, Soil Report PDF	2/1/2027
2	Invasive Vegetation Management and Supplemental Planting Plan	15%	Shapefiles, Georeferenced PDF, Plan/Report PDF	3/1/2027
3	Draft Adaptive Management Plan (AMP) to be Reviewed by DMS/IRT	30%	PDF	4/1/2027
4	Final Adaptive Management Plan (AMP) as Approved by the IRT	20%	Digital PDF, One Hard Copy PDF	6/1/2027 or no more than 30-days after Draft AMP IRT comments are received by DMS

^Vendor is only eligible for payment after DMS has approved the task/deliverable.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 INVOICES

Vendor must invoice the Purchasing Agency as follows:
a) Invoices are to be submitted to the NCDMS after its approval of each individual task/deliverable.
b) The Vendor must follow the NCDMS Invoice Guidelines dated March 1, 2014. (Link provided in Section 2.11)
c) Final invoice must be received by the DEPARTMENT within 45 days after the end of the contract period.
d) Invoices must bear the correct contract number to ensure prompt payment. The Vendor's failure to include the correct contract number may cause delay in payment.
e) Invoices are to be submitted electronically to **DMS@deq.nc.gov** with the following address:

NC Department of Environmental Quality
Division of Mitigation Services
Attn: Debby Davis
1652 Mail Service Center
Raleigh, NC 27699-1652

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically as needed with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.5 PERIODIC REPORTS

The Vendor shall be required to provide brief Reports to the designated Contract Manager as needed and as requested by the State. This report shall include, at a minimum, information concerning the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports by email. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.6 ACCEPTANCE OF WORK

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

Acceptance of Vendor's work product shall be based on the following criteria: DMS' review and approval of tasks and deliverables/milestones described on sections 5.2 and 5.5 above.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements: Payment Schedule and Description of Milestones described in Section 5.5.

6.8 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.9 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.10 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.11 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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