



STATE OF NORTH CAROLINA

NC Department of Environmental Quality

Division of Water Resources

Request for Proposal #: 16-CW19783

Neuse Watershed Model

Date of Issue: 09/15/2021

Proposal Opening Date: 10/28/2021

At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Wanda Andrews

Purchasing agent

Email: wanda.andrews@ncdenr.gov

Phone: 919-618-4959



STATE OF NORTH CAROLINA

Request for Proposal

16-CW19783

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor #

Note: For your proposal to be considered, 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://vendor.ncgov.com/vendor/login>

NO electronic responses will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of NC DEQ, Division of Water Resources

Refer <u>ALL</u> Inquiries regarding this RFP to: Wanda Andrews, Purchasing Agent <u>wanda.andrews@ncdenr.gov</u> 919-618-4959	Request for Proposal #: 1 6 - CW19783
	Proposals will be publicly opened:
	October 28, 2021, at 3:00 PM
Using Agency: NC DEQ, DWR	Commodity No. and Description: 701715
Requisition No.: PR12004667	Ground or Surface Water Modeling Services

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:

- that this proposal is submitted competitively and without collusion (G.S. 143-54),
- that 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.

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 Contract; 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 are 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**, These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot 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 #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: 90 days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your proposal is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2021, as indicated on the attached certification, by _____.

(Authorized Representative of NC Dept of Environmental Quality)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Environmental Quality's Division of Water Resources (DWR) is seeking a qualified contractor to develop a watershed model for the Neuse River Basin to determine transport zones and delivery factors for point source discharges and nutrient offset credits, as required by SL 2020-18 Section 15.(c).

The model will support the Department's adaptive management efforts to protect and restore the Neuse River Estuary. Potential regulatory changes to be enabled by the model may include refinement of nutrient permit limits, incorporation of nonpoint source delivery factors to make nutrient trading more scientifically defensible, and evaluation of new nutrient reduction opportunities from a range of watershed sources.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within thirty business days of the Effective Date.

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of TWO additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty days before the end of the Contract's then-current term. In addition to any optional terms, and with the Vendor's concurrence, the State reserves the right to extend a contract term 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

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 also are 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, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. 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 and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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. **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. 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 RFP	State	09/15/2021
Submit Written Questions	Vendor	09/29/2021 before 9am
Provide Response to Questions	State	10/07/2021 before 5pm
Submit Proposals	Vendor	10/28/2021 no later than 3pm
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE

There are no site visits for this 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 above due date.

Written questions shall be emailed to *wanda.andrews@ncdenr.gov* by the date and time specified above. Vendors should enter “RFP # 16-CW19783 Questions” as the subject for the email. Questions submittals should include a referenceto the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

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 form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 an Addendum to this RFP.

2.7 PROPOSAL SUBMITTAL – by the US POSTAL SERVICE (Mail)

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. 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. The time and date of receipt will be marked on each proposal when received. Any proposal received after the proposal deadline will be rejected.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Mailing address for delivery by any other method (special delivery, overnight, or any other carrier)
<p>PROPOSAL NUMBER: 16-CW19783 NCDEQ Financial Services Division Purchasing and Contracts Section Attn: Wanda Andrews, Suite 5422F 1606 Mail Service Center Raleigh, NC 27699-1606</p>	<p>PROPOSAL NUMBER: 16-CW19783 NCDEQ Financial Services Division Purchasing and Contracts Section Attn: Wanda Andrews, Suite 5422F 217 West Jones Street Raleigh, NC 27603</p>

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal.

All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **two (2) signed, original executed** proposal responses, *ONE (1)* un-redacted copy on CD, DVD or flash drive and, if required, *ONE (1)* redacted (Proprietary and Confidential Information Excluded) copy on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only CD’s, DVD’s or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume One – Technical Proposal Non-Redacted.”

Volume Two must contain the entire Cost Proposal and have the following label affixed to the file: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Two – Cost Proposal”.

Volume Three, if required for confidentiality, must contain the Technical Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Paragraph 14 of the Instructions to Vendors. *NC DEQ*, in responding to public records requests, will release the contents of this file. It is the sole responsibility of the Vendor to ensure that this file complies with the requirements of, Paragraph 14 of the Instructions to Vendors. The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Three Technical Proposal– Redacted Copy”.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor's Proposal based on Scope of Work detailed below in Section 5
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION
- j) Project Organization – a chart illustrating the team composition and roles, identify key staff, their roles, capabilities, experience, and expected level of commitment of the project.
- k) Project Approach and Schedule – description of the proposed approach. Include a brief response to the primary scope, identify key challenges and anticipates steps. A preliminary schedule with task, milestones and deliverables including meetings with the Division and Stakeholders.
- l) Reference Projects – identify recent projects performed by the team with comparable scope and complexity, at least two (2) of which should be completed. For each project, provide references, estimated, and completed budgets, and years in which the project was performed.
- m) Statement of Conflict of Interest – Please certify that the team does not foresee any potential conflicts of interest with any entity involved with the project. If a conflict of interest arises, it shall be disclosed immediately to DWR.

2.9 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # [for 'name of Vendor']". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

- c) **CONTRACT LEAD:** Representative of the *Department of Environmental Quality* who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **QAPP:** Quality Assurance Project Plan.
- f) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- g) **RFP:** Request for Proposal.
- h) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- i) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- j) **UNRBA:** Upper Neuse River Basin Association.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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 RFP requirements and achieving the highest and best final evaluation, based on the evaluation criteria in Section 3.4.

While the intent of this RFP is to award a Contract(s) 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 proposer, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received from each Vendor as two separate volumes – the Technical Proposal and the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

NOTE: No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet

Proposal Number: 16-CW19783

Vendor: _____

of this RFP. Vendors are cautioned that this is a request for proposals, not a 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 that date and time, the package containing the technical proposals from each responding firm will be publicly opened and the name of each Vendor announced publicly. A notation will also be made whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

Volume One must contain the entire Technical Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume One – Technical Proposal Non-Redacted."

Volume Two must contain the entire Cost Proposal and have the following label affixed to the file: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume Two – Cost Proposal".

Volume Three, if required for confidentiality, must contain the Technical Proposal excluding any proprietary information identified as confidential and proprietary in accordance with Paragraph 14 of the Instructions to Vendors. NC DEQ, in responding to public records requests, will release the contents of this file. It is the sole responsibility

of the Vendor to ensure that this file complies with the requirements of, Paragraph 14 of the Instructions to Vendors. The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume Three Technical Proposal– Redacted Copy".

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each firm will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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;

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.4 EVALUATION CRITERIA

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

Evaluation Criteria		Max. Points
Step – 1 Technical Approach (95 Maximum Points)	1. Section 4.4: Experience and expertise related to water quality modeling with specific experience and expertise with watershed models	30
	2. Section 5.1, Part 2: The general approach suggested in the response to the RFP	35
	3. Sections 3.5;4.4: Staff with appropriate experience and expertise available (including needed travel) and committed to the project	10
	4. Sections 4.4;4.5: Record of successfully completed projects without major legal or technical issues	10
	5. Section 4.4: Familiarity with the Neuse River Basin	5
	6. Sections 4.4;4.5: Ability to effectively communicate to and collaborate with a variety stakeholder within the Department as well as outside the Department	5
Step -2 Cost Proposal (5 Maximum Points)	7. Attachment A: Fees and expenses (lowest cost receives maximum points; all other proposals scored based on lowest cost)	5
Total Points:		100

The lowest price receives the maximum points and each other proposal receives a percentage of the maximum, based on a comparison of that proposal price with the lowest price.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: 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 Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.6.

4.1 PRICING

Proposal price shall constitute the total cost to State for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.2 INVOICES

Should the Vendor's proposal result in an award, instructions for invoicing will be presented and agreed by all parties during the Contract Administration phase.

4.3 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 the ATTACHMENT E: 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.

4.4 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 of North Carolina by providing 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. Vendor shall demonstrate experience and expertise related to water quality modeling with specific experience and expertise with watershed models and knowledge of the Neuse River Basin. Vendor shall also demonstrate that staff with appropriate experience and expertise are available (including needed travel) and committed to the project.

4.5 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT F: CUSTOMER REFERENCE FORM, for which your company has provided Services of similar size and scope to that proposed herein. The State *may* contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of the 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.

4.7 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 agree to 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.

4.8 VENDOR'S REPRESENTATIONS

If the proposal results in an award, the 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 Deliverables.

5.0 SCOPE OF WORK

5.1 GENERAL

Part 1: Background

Project Goals and Objectives

The goal of this effort is to meet the requirements of SL 2020-18 Section 15.(c) and develop nutrient transport factors for the Neuse River basin watershed. It should be noted that, while the session law does not specify a definition for “nutrients”, the Neuse Nutrient Strategy is focused on nitrogen control and does not require offset credits for phosphorus. Therefore, this watershed model will have a nitrogen-based focus.

The Neuse Nutrient Strategy, implemented in 1997, addresses this problem by regulating major sources of nutrient pollution throughout the Neuse River Basin including wastewater, urban stormwater, and agriculture. While the strategy has succeeded in part by stemming additional nutrient loading during a time of rapid population growth, the Neuse Estuary remains impaired.

The Neuse Nutrient Strategy is not supported by a calibrated watershed model, a standard tool for the development and evaluation of more modern nutrient strategies. A watershed model informs regulatory development and management decisions in many important ways, including a refined understanding of the influence of geography or various regulatory sectors on estuarine algal blooms. This project would finance a contractor with oversight and support by DWR to develop a watershed model that meets agency standards for regulatory use and support in the Neuse River Basin. The model will be a core product relied upon by DWR staff, stakeholders, and the Environmental Management Commission in their continual refinement of the Neuse Nutrient Strategy rules.

Environmental Need and Economic Project Benefits

This project will support long overdue regulatory innovation that can drive systemic water quality improvements in the Neuse River Estuary. Recreation, property enhancement, recreational and commercial fishing, and greenways are some of the benefits of nutrient management. Excessive nutrient inputs can have many negative influences on the estuarine ecosystem and the communities that benefit from them. Conversely, these ecosystems and communities realize benefits from the management of nutrient inputs.

A watershed model is a critical scientific tool in structuring regulatory programs to achieve these broad-based environmental benefits, and several regulatory challenges or initiatives would be well-informed by the development of a watershed model. Conversely, the lack of a watershed model will continue to hamper science-based efforts to improve the efficacy of the Neuse Nutrient Strategy. The Phase II TMDL, published in 2001, identified a specific need for watershed modeling. Specific regulatory challenges that might be addressed by the watershed model are addressed herein.

Delivery and Transport Factors

As directed by SL 2020-18, the priority of this effort is to determine transport zones and delivery factors for point source discharges and nutrient offset credits. Transport zones and delivery factors are key factors considered in the implementation of nutrient management strategies, but the transport factors used for wastewater permitting purposes are highly uncertain in the Neuse River Estuary. Current transport factors have tenuous scientific support and are based on the original 1999 Neuse Phase I TMDL, which separates nutrient delivery for wastewater sources into four coarse zones of 10, 50, 70, and 100% delivery rates. The 2001 Phase II TMDL incorporated many

refinements based on estuary modeling while also refining the formula used to calculate transport factors for wastewater. A comparison of Phase I (currently used) and Phase II transport factors suggests that Phase 1 (current) transport factors are almost uniformly too low and thus likely underestimate wastewater nutrient loading to the estuary from wastewater sources, as shown in Table 1 below. While the Phase II transport estimates were supported by additional scientific research not available in Phase I, the Phase II document also expressed clear reservations about implementing these new transport zones (Phase II TMDL at page 44). Therefore, a calibrated and validated watershed model will be necessary to rigorously estimate the proportion of end-of-pipe nutrient loading from wastewater sources that reach the Neuse River Estuary.

Table 1: Comparison of Transport Factors for Select Major Wastewater Facilities, Phase I vs. Phase II Neuse River Estuary TMDL

Permit	Permittee	Ph. I TFs	Ph. II TFs	Difference
NC0064050	APEX, TOWN-WWTP/MIDDLE CREEK	50%	56%	6%
NC0066516	FUQUAY-VARINA	50%	65%	15%
NC0065102	CARY-SOUTH WWTP, TOWN OF	50%	68%	18%
NC0025453	CLAYTON WWTP, TOWN OF	50%	72%	22%
NC0029033	RALEIGH, CITY-NEUSE RIVER WWTP	50%	88%	38%
NC0030716	CENTRAL JOHNSTON COUNTY WWTP	50%	90%	40%
NC0023906	WILSON WWTP, TOWN OF	50%	100%	50%
NC0023949	GOLDSBORO WWTP, CITY OF	70%	91%	21%
NC0024236	KINSTON-NORTHSIDE WWTP	70%	95%	25%
NC0003191	WEYERHAEUSER, NEW BERN*	100%	76%	-24%
NC0025348	NEW BERN WWTP, CITY OF	100%	100%	0%
NC0003816	US MCAS CHERRY POINT	100%	100%	0%

Having a fully calibrated watershed model will allow the Division to make permitting decisions in a timely manner and will allow newly permitted wastewater flows to be accurately accounted for in the nutrient strategy.

Transport factors also play a key role in the availability and cost of nutrient trades. Trading of nitrogen allocation between wastewater facilities is done in terms of estuary loading (end-of-pipe loading multiplied by the transport factor). When allocation is traded from downstream to upstream facilities, potential nutrient increases to the estuary will likely result due to the consistent underestimate of current transport factors. Where nutrient allocation for wastewater facilities is scarce, projected expansions potentially require the trade of allocation or nutrient offset credits valued in millions of dollars. Moreover, resulting wastewater expansions may contribute tens of thousands of additional nitrogen pounds to the estuary each year. Given the scale and cost of these potential nutrient trades and their importance to communities seeking to accommodate growth, it is critically important that transport factors be based on best available science.

Estimation of Nonpoint Source Loads

A watershed model provides a rigorous and unbiased approach to estimating relative nutrient contributions from the vast array of nonpoint nutrient sources throughout the basin. The current Neuse nutrient strategy seeks to reduce nonpoint source nutrients from cropland agriculture and new development while providing important protection through the preservation of riparian buffers. This approach has undoubtedly led to better environmental outcomes than what would have occurred without regulatory intervention. However, a watershed model is likely to identify other nonpoint nutrient sources and their relative impacts on nutrient loading to the Neuse Estuary. For example, the Neuse nutrient strategy does not directly address nutrient runoff from existing development or transportation infrastructure.

A watershed model provides a rigorous and unbiased approach to estimating nutrient loads and the relative nutrient contributions from the vast array of nonpoint nutrient sources throughout the basin. A watershed model will potentially also provide insights about sources of increased organic nitrogen being delivered to the Neuse estuary.

While the Neuse nutrient strategy has successfully reduced inorganic nitrogen contributions to the estuary, the

amount of total nitrogen remains similar due in large part to offsetting organic nitrogen increases. The source, or more likely multiples sources, of that increasing organic nitrogen trend is uncertain and has led to many hypotheses from agency personnel and stakeholders alike.

The Vendor shall submit a response to the following with its proposal as outlined below:

Part 2: Project Description and Technical Specifications

Project Narrative

Project proposals to complete a Neuse River Basin watershed model will need to include the following four major sequential tasks and associated subtasks. All tasks will require meetings and public engagement support.

Task 1: Compile and pre-process data and information to support model development

Subtask 1.1: Quality Assurance Program Plan (QAPP)

With DWR oversight and guidance, the contractor will develop a Quality Assurance Program Plan (QAPP) to guide model development. The QAPP will be developed in accordance with existing DWR guidance. Examples of information contained in a complete QAPP include (but are not limited to): modeling team roles and responsibilities, principal study questions, approaches for supporting data acquisition and management, a description of the model selection procedure and resulting model selected for this project, a depiction of how the selected model represents nutrient sources, fate and transport, time periods to be used for calibration and validation, model performance criteria and targets, description of methods to be used for delivery factor determination by source, and a description of model uncertainty evaluation.

Subtask 1.2: Data Assembly

With DWR oversight and assistance, the contractor will compile all data necessary for model development in coordination with the Neuse River Basin Associations, the United States Geological Survey, the NC Department of Transportation, and other organizations maintaining relevant watershed data.

The spatial scale for this effort is the Neuse River Basin beginning below the Falls Lake dam and extending down to the estuary. The Falls Lake watershed is excluded from explicit modeling in this effort to avoid unnecessary duplication of existing efforts by the Upper Neuse River Basin Association to model this watershed. [Note this does not mean that dischargers to the Falls Lake watershed will not be excluded from the development of estuary delivery factors, but that delivery will be inferred based on the modeling efforts by the UNRBA as well as this watershed model.] The timeframe for the modeling should be selected based on the purposes of the project, incorporate a wide range of meteorological conditions, and consider the availability of data and resources. DWR's preferred modeling timeframe is 2002-2019.

Data inputs will include physical characteristics of the watershed like land use, land cover, topography, soils, hydraulic characteristic of streams/rivers, and hydrology. Also necessary are data sets associated with flow, water quality, atmospheric deposition, and weather. Nutrient source inputs will need to be characterized using best available information including point source discharges, stormwater, septic tank distributions, and agricultural operations. Data will be compiled in a consistent format. As necessary, readily available information will be used to develop assumptions about nutrient sources and features.

The involvement of stakeholders from the Neuse River Basin to include the Neuse River Basin Associations, the United States Geological Survey, NC Department of Agriculture, NC Department of Transportation, and other organizations will be key to successful model development. Stakeholders will have the opportunity to provide data and provide confirmation that individual sources are represented in the model correctly.

Task 1 Deliverables:

1. Quality Assurance Project Plan

2. Database containing the collective data set and initial data analysis for model parameterization to include GIS datasets, flow and water quality input datasets, and nutrient source input datasets (Point sources and nonpoint sources)
3. Technical memoranda documenting development of input datasets, including justification for final composition of land cover dataset, and summarizing QA/QC approaches
4. Up to two public meetings with DWR and stakeholders (virtual or in-person)

Task 2: Develop a watershed model of the Neuse River Basin

Subtask 2.1: Model establishment and calibration

The selected watershed model will be constructed to account for all sources of nutrients in the basin to the extent practicable. The selected model should have the ability to run at least in a daily time step and represent different forms of nutrients including nitrate + nitrite (NO₂/3), ammonia (NH₄), and organic nitrogen (ON), and should represent time varying dynamic systems.

Model configuration will consist of developing model segments, model reaches, and hydrologic response units. Model parameters like land use, soil, and slope will be assigned to each hydrologic response unit. Model calibration will proceed through maximization of model fit as defined in the QAPP across multiple monitoring locations. Model calibration involves the adjustment of model parameters to achieve a best fit between model predictions and field observations. After construction of the selected model is complete, a model configuration memorandum will be drafted.

Subtask 2.2: Evaluation of model performance

An evaluation of model performance in relation to management objectives will be conducted to ensure suitability for intended management uses. Model fit will be expressed in qualitative terms like “very good,” “good,” “fair,” or “poor” in relation to model performance for comparable projects. Some of the specific parameters upon which this evaluation will be conducted include percent difference between simulated and recorded flow and water quality parameters, relative absolute and root mean square error, and the coefficient of determination (R^2) between simulated and observed data.

Subtask 2.3: Interpretation of modeling results

Modeling results will be interpreted by the contractor to support key management questions identified in the QAPP. Interpretation of results will be subject to model and data limitations as well as the assumptions underlying the model. Key topics for interpretation include delivery and transport of nutrients to the Neuse River estuary, loading from existing developed jurisdictions in the Neuse River Basin, and recommendations for future monitoring adjustments.

Task 2 Deliverables:

1. Model configuration memorandum
2. Model calibration report
3. Electronic version of the draft model, model inputs and outputs, and model pre-processors and post-processors
4. Model training sessions for DWR staff and model support after the contract is completed
5. A minimum of two meetings with DWR and stakeholders during Task 2 (virtual or in-person)
6. Training for staff and interested parties about the model

Task 3: Apply Model to Establish Load Estimates

To the extent supported by available data, apply the Neuse watershed model to conduct loading scenario analyses for the modeled time period. Loading estimates shall be partitioned by transport zones, by subwatershed, by regulatory sector, and by political jurisdictions, to the extent practicable. Delivery factors will also be provided for the smallest feasible hydrologic units, at modeled subwatershed scale, for use in permitting and trading. Delivery zones may be consolidated in response to agency or stakeholder input to facilitate implementation.

Task 3 Deliverables:

1. Summary table of source and delivered annual mass loads for different land covers broken out by subwatershed, jurisdiction, and sources (point and nonpoint sources in the watershed)
2. Up to two meetings with DWR and stakeholders during task 3 (virtual or in-person)

Task 4: Deliver Model and Documentation

Technical memorandums and results from prior tasks will be combined into a preliminary draft report for DWR review. Following DWR review, a subsequent draft report that incorporates DWR comments will be required. The report will include the model description, inputs and outputs; model assessment and interpretation, model assumption and uncertainty, discussion of future model uses including appropriate uses, users, and adaptation; and the relationship of the model to load reduction accounting methods.

Task 4 Deliverables:

1. Preliminary draft model report for DWR review
2. Final draft model report that incorporates DWR review comments
3. All modeling files, including all electronic model input files necessary to run model and confirm outputs and any post-processing tools.

Part 3: DWR Roles

The DWR's Modeling and Assessment Branch will serve as the contract managers and provide technical support for this project. As mentioned above, this will include gathering relevant data, and providing feedback and review throughout the process.

DWR's Nonpoint Source Planning Branch will provide primary stakeholder engagement support. This will include hosting or attending public meetings to inform the regulated community about the purposes of this modeling effort, to coordinate the collection of relevant data, and to seek and apply input regarding the development of the model and application of the model's results.

Other DWR sections and programs will provide consultations in their areas of expertise in areas as broad ranging as contract administration, water quality data extraction, and NPDES permitting.

5.2 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined above in Section 5.0 in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This document is not a contract; it is, instead, a request for proposals. This information is provided for the Vendor's planning purposes.

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project 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. (See the Scope for details)

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Contract Administrator. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Acceptance of work products shall be based on the following criteria:

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

6.4 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 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.

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7.0 ATTACHMENTS

Website - in case these PDFs do not open - <https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENT A: COST PROPOSAL

The *Cost Proposal* associated with this RFP is a separate document that is captioned ATTACHMENT A: *COST PROPOSAL* and can be found at the following link:



<https://files.nc.gov/ncdeq/documents/Attachment-A-Cost-Sheet.pdf>

Attachment A Cost
Sheet.pdf

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:



ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:



ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this RFP is a separate document that is captioned.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR and can be found at the following link:



ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this RFP is a separate document that is captioned

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION and can be found at the following link:



ATTACHMENT F: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this RFP is a separate document that is captioned **ATTACHMENT F: CUSTOMER REFERENCE FORM** and can be found at the following link:



ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFP is a separate document that is captioned **ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

