STATE OF NORTH CAROLINA

Department of Environmental Quality

Division of Coastal Management

Request for Proposal #: 16-101362-000

Update of the North Carolina Beach and Inlet Management Plan (BIMP)

Date of Issue: October 9, 2026

Proposal Opening Date: November 2, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Leroy Kodak
DEQ Procurement
Email: leroy.kodak@deq.nc.gov

STATE OF NORTH CAROLINA

Request for Proposal

16-101362-000

_____

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Environmental Quality (DEQ)

Refer *ALL* Inquiries regarding this RFP to:	**Request for Proposal #: 16-101362-000**
Procurement Lead through the Message Board in the Ariba Sourcing Tool. See Section 2.6 for details. Leroy Kodak, DEQ Procurement Department	**Proposals will be publicly opened: November 2, 2026, at 2:00 PM ET via Microsoft Teams (see Section 2.4 for link)**
Using Agency: DEQ-DCM	**Commodity No. and Description: 771016 – Environmental Planning**
Requisition No.: N/A	

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 proposal, 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 ATTACHMENTS page within this document.

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 ninety (90) 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 _____, as indicated on

The attached certification, by _____.

(Authorized Representative of DEQ)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to identify a qualified contractor experienced in management and investigation of beaches, inlets, and coastal processes to update the 2016 North Carolina Beach and Inlet Management Plan (BIMP).

The BIMP is a comprehensive management tool for the State's 320 miles of oceanfront beaches and 19 active tidal inlets. Previous BIMPs are located here: https://www.deq.nc.gov/about/divisions/division-coastal-management/coastal-management-oceanfront-shorelines/beach-and-inlet-management-plan.

Currently, the BIMP is utilized by both environmental permitting agencies, local governments, and non-governmental organizations as guidance on beach and inlet management initiatives. Over time, as knowledge and methods advance, the BIMP needs to be updated to provide a thorough representation of North Carolina's beaches, advance the knowledge base, current assessment of available resources, and a review of novel methodologies that can make efforts more efficient, and update economic impacts. The goals and information provided will assist the Department of Environmental Quality and other state and federal regulatory agencies in providing history and guidance to the needs of future beach management.

The Department of Environmental Quality (DEQ), Division of Coastal Management (DCM), is committed to the long-term conservation and management of the State's beaches and inlets.

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

1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the "Effective Date") and end on December 31, 2027.

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 One (1) Three-Month term. The State will give the Vendor written notice of its intent to exercise this option no later than thirty (30) 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: 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/.

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 or 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 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 negotiation 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 RFP	State	10/9/2026
Submit Written Questions	Vendor	10/19/2026 before 12:00 Noon
Provide Response to Questions	State	Estimate 10/22/2026
Submit Proposals	Vendor	11/2/2026 before 2:00 PM ET
Contract Award	State	Estimate 11/13/2026

BID OPENING INFORMATION:

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/217374567765917?p=HSuLgXfj7wrTDJZihn

Meeting ID: 217 374 567 765 917

Passcode: RX6c83bL

Dial in by phone

+1 984-204-1487,,830672398# United States, Raleigh

Phone conference ID: 830 672 398#

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE - RESERVED

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 Ariba Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section 2.4 of this RFP. Vendors will enter "**RFP # 16-101362-000 – 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 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 electronic Vendor Portal (eVP), https://evp.nc.gov,* 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: This is an absolute requirement. 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. 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 or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: https://eprocurement.nc.gov/news-events/evp-updates-vendors.

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.

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 responding to this RFP periodically check the State's eVP 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. 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.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

a) Cover Letter, which must contain the following: (i) 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, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

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

c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.

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

e) Vendor's Proposal addressing all Specifications of this RFP.

f) Completed version of ATTACHMENT : PRICING TABLE

g) Completed version of ATTACHMENT : CUSTOMER REFERENCE FORM

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

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

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, 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 Goods and Services and must include specific pricing. If a Vendor chooses to respond with various 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

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

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(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 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 COMMUNICATIONS 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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 the State's eVP website 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

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, 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:

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.

EVALUATION 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. Vendor Technical Approach (Section 5.5)
2. Vendor Qualifications (Vendor Experience (Section 4.3)/Job References (Section 4.4))
3. Pricing (Section 4.1/Attachment Pricing Table)

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 include in Vendor's proposal. 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 the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor, including project personnel and key partners, shall demonstrate relevant experience in coastal planning, engineering, or management. Relevant experience can include but is not limited to strategic planning, data collection and analysis, coastal engineering and construction, economic analysis, and preparation of similar coastal management plans.

A narrative describing the firm's experience and qualifications, with an emphasis on the services similar or related to those required by the Scope of Work. Examples of a minimum of two (2) previous related projects must be included in the narrative, including Reference information (see Section 4.4).

4.4 REFERENCES

Vendor shall provide at least two (2) references, using ATTACHMENT ~~D~~: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein (see Section 4.3). References shall not be from the same company or from the soliciting 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. The State shall 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 shall be considered in the evaluation of the Proposal.

4.5 BACKGROUND CHECKS - RESERVED

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 QUESTIONS TO VENDORS – RESERVED

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION - RESERVED

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

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS – RESERVED

4.11 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.

4.12 SECRETARY 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.
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 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The purpose of this Request for Proposals (RFP) is to update the 2016 North Carolina Beach and Inlet Management Plan (BIMP).

5.2 SPECIFICATIONS

The project scope will be the BIMP as described here and in the 2026 Appropriations Act, Session Law 2026-41. The specific items and any specifications that the Procurement Entity is seeking are listed below. The professional services and analytics offered by the Vendor must meet or exceed the listed Specifications to be considered for award:

The BIMP shall, at a minimum, accomplish the following:

5.2.1 Utilize data and expertise available in the Divisions of Coastal Management, Water Resources, and Energy, Mineral, and Land Resources.

5.2.2 Identify the erosion rates at each beach community and estimate the degree of vulnerability to storm and hurricane damage.

5.2.3 Use the best available geological and geographical information to determine the need for and probable effectiveness of beach nourishment and inlet dredging.

5.2.4 Organize and conduct meetings to resolve identified goals and issues with the U.S. Army Corps of Engineers, the North Carolina Department of Transportation, the North Carolina Division of Emergency Management, and other State and federal agencies concerned with beach and inlet management issues.

5.2.5 Provide a status report on all U.S. Army Corps of Engineers' beach protection projects in the planning, construction, or operational stages.

5.2.6 Identify strategies to maximize the feasible use of suitable sand dredged from navigation channels for beach nourishment to avoid the loss of this resource and increase economic efficiency.

5.2.7 Recommend inlet sand bypassing options where needed to replicate the natural flow of sand interrupted by inlets or structures.

5.2.8 Provide the best available information on locations and quantities of suitable materials for beach nourishment.

5.2.9 Consider the regional context of beach communities to determine the most cost-effective approaches to regional sediment management.

5.2.10 Assess the adequacy and need for additional public beach access along oceanfront shorelines, including handicapped access.

5.2.11 Recommend priorities for State funding for beach nourishment projects, based on the amount of erosion occurring, the potential damage to property and to the economy, the benefits for recreation and tourism, the adequacy of public access, the availability of local government matching funds, the status of project planning, the cost-effectiveness of the project, and the environmental impacts.

5.2.11.1 Include a four-year cycle of planned maintenance and resiliency projects for the State's beaches and inlets.

5.2.12 Include recommendations on obtaining the maximum available federal financial assistance for beach nourishment.

5.2.13 The Draft BIMP shall be subject to public input. The vendor, in consultation with DCM, will be responsible for scheduling the public hearings, all public notices, conducting public hearings (both virtual and in-person), and provide access for written comments to be submitted. The number of public hearings to be held is unknown at this time.

5.3 TASKS/DELIVERABLES

Using the scope of work detailed above in Section 5.2, the updated BIMP shall provide the following deliverables at a minimum:

5.3.1 A description of study elements and processes:

5.3.1.1 Executive summary.

5.3.1.2 Stakeholder process summary, which at a minimum would be a summary of any public hearings and written comments submitted and organized by categories.

5.3.2 A proposed Management Plan by Region:

5.3.2.1 An area description using the existing BIMP regions.

5.3.2.2 A list of available resources and potential management measures.

5.3.2.3 Identification and description of pertinent data acquired in databases, description of pertinent data not included in database, technical overview of data synthesis (analyses, statistics, modeling), and data gaps needing to be filled.

5.3.2.4 A preliminary strategy for managing the sub-region's inlets and beaches. A sub-region must be separated by data-driven breaks and areas. These breaks could be, but not limited to sand source distributions, sediment transport mechanisms, natural barriers, inlets, or manmade engineered structures.

5.3.2.4.1 Short-term.

5.3.2.4.2 Long-term.

5.3.3 Potential funding amounts and sources needed to implement recommendations:

5.3.3.1 Annual cost estimates for sub-region management plans, and strategies for securing funding.

5.3.3.2 Economic impact of beach and inlet-related activities for cost-benefit analysis of future management operations.

5.3.4 Supporting data:

5.3.4.1 Appendices.

5.3.4.2 Database catalog.

5.3.4.3 Maps, Charts, Figures, etc.

5.3.4.4 References.

5.3.4.5 Data format must be the same as the 2016 BIMP Update.

5.3.5 Deadlines:

5.3.5.1 First progress report due to DCM no later than January 1st, 2027.

5.3.5.2 Monthly progress updates for February, March, and April.

5.3.5.3 Draft Interim Report due to DCM no later than May 1st, 2027.

5.3.5.4 Final Interim Report due to DCM no later than May 30th, 2027.

5.3.5.5 Monthly Progress updates for June, July, & August.

5.3.5.6 Second progress report due to DCM no later than September 1st, 2027.

5.3.5.7 Monthly Progress updates for October and November.

5.3.5.8 Draft BIMP Report due to DCM no later than December 1st, 2027.

5.3.5.9 Final BIMP Report due to DCM no later than December 15th, 2027.

5.3.6 A project timeline and written agreement to meet the following milestones and deliverables:

5.3.6.1 Provide monthly updates to DCM beginning on the Contract Effective Date and continuing through the duration of the project.

5.3.6.1.1 Progress reports can be a one (1)-page summary including results and discussions from data collected and compared to previous BIMPs.

5.3.6.1.2 Monthly updates can be a summary email of the progress of the current BIMP report.

5.3.6.1.3 Monthly updates would be excluded during months with interim and final reports.

5.3.6.2 PowerPoint presentation and one (1) page summary reporting on the BIMP findings for the Fall North Carolina Beach Inlet & Waterway Association (NCBIWA) Conference with a date to be determined by DCM.

5.4 PROJECT ORGANIZATION - RESERVED

5.5 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 and the schedule for accomplishing each shall be included.

5.5.1 A narrative describing the firm's strategy for addressing each service listed in Section 5.2 and how they would execute that strategy.

5.5.2 A list and statement of qualifications of key individuals who will be involved in the project, including the project manager, along with names and areas of expertise of the main staff members and partners on the project team.

5.5.3 Detailed line-item breakdown budget of the lump-sum pricing provided by the vendor in Attachment Pricing Table.

5.6 CERTIFICATION AND SAFETY LABELS - RESERVED

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 a Project Manager. The Project Manager point of contact shall be the State's point of contact for project-related issues.

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

6.2 INVOICES

6.2.1 Funds will be distributed in three (3) installments:

6.2.1.1 **34% of the awarded funds** will be released to the contractor per execution of the DEQ (DCM) grant contract.

6.2.1.2 **An additional 33% of the awarded funds will be released** when DEQ (DCM) has accepted the Interim BIMP report and all associated deliverables.

6.2.1.3 **The Final 33% of the funds awarded** will be issued when DCM verifies satisfactory completion of the Final BIMP Report and all associated contract requirements.

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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 Quarterly 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 - RESERVED

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.

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 - RESERVED

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 three (3) 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 made 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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IMPORTANT NOTICE

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT: PRICING

Complete and return the Pricing associated with this RFP, in the table below:

PRICING TABLE:

Item	Quantity	UOM	Description	Unit Cost	Extended Cost
#1	1	Lot	Services to update the 2016 North Carolina Beach and Inlet Management Plan (BIMP)		

TOTAL COST: _____

Vendor must also provide a **Detailed line-item breakdown budget of the lump-sum pricing provided above per Section 5.5.3**

ATTACHMENT: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:
https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open

ATTACHMENT: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open

ATTACHMENT: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
https://ncadmin.nc.gov/media/15503/open

ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open

ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open

***** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration *****