



STATE OF NORTH CAROLINA
Department of Environmental Quality

Nicholls Farm Game Lease
Request for Quote # 26-STEW-01

Date of Advertisement:

July 13, 2026

Quote Due Date:

July 27, 2026 at 5:00 PM ET

Direct all inquiries concerning this RFQ to:

Carson Wood

NCDEQ Stewardship Program

Email: stewardship@deq.nc.gov

Phone: 984-365-1744

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1.0 PURPOSE AND BACKGROUND

1.1 SITE INFORMATION

The State of North Carolina (STATE), Department of Environmental Quality (DEPARTMENT) desires to lease **approximately 77 acres on the Nicholls Farm conservation property (SITE) located in Bertie County, North Carolina**. The State offers the premises in “as is” condition.

The STATE received funding from the N.C. Division of Mitigation Services (formerly Ecosystem Enhancement Program) for acquisition of the SITE. In consideration of this funding, the DEPARTMENT requires certain lease requirements. The purposes of these requirements are to maintain the integrity of the wetland, riparian, and upland resources within the SITE that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities. These requirements are also intended to maintain the SITE in its natural condition and to prevent any use of the SITE that may impair or interfere with these purposes.

1.2 SITE VISIT SUGGESTED

Prospective OFFERORS may visit the SITE **by foot only**. The use of vehicles to visit the SITE is prohibited.

It is suggested that prospective OFFERORS visit the SITE and apprise themselves of **all conditions** which will affect the performance of the lease called for or reasonably implied by this RFQ.

In submitting a quote no allowance will be made for unreported conditions which a prudent OFFEROR would recognize as affecting the performance of the lease called for in this RFQ.

1.3 VICINITY MAP

Map of the property shown on page 4.

EXHIBIT 2. AERIAL IMAGERY



NC DEQ Stewardship Program
Game Lease Property

 Site Boundary

Site Name: Nicholls Farm (Troublesome Creek)
County Name: Bertie
Location: 76.778137°W 36.015316°N

0 300 600 1,200 1,800 2,400
 Feet



2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. OFFEROR may attach its quote to this RFQ for submission; however, any terms and conditions submitted by OFFEROR seeking to add to or modify the terms and conditions contained herein shall be disregarded and shall not be considered a part of any contract arising from this RFQ. At the discretion of the DEPARTMENT, any attempt to delete or avoid the force of the previous sentence by OFFEROR shall render OFFEROR's quote invalid.

2.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **CONTRACTOR:** Synonymous with Offeror and Lessee.
- b) **DEPARTMENT:** NC Department of Environmental Quality.
- c) **LESSEE:** Offeror awarded the lease. The term "Lessee" shall also include its members, shareholders, agents, servants, employees, contractees, invitees, lessees, guests, successors and assigns.
- d) **LESSOR:** NC Department of Environmental Quality.
- e) **OFFEROR:** Proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.
- f) **RFQ:** Request for Quote.

2.3 NOTICE TO OFFERORS REGARDING TERMS AND CONDITIONS

It shall be the OFFEROR'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 RFQ, and comply with all requirements and specifications herein. OFFERORS are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If OFFERORS have questions, issues, or exceptions regarding any term, condition, instruction or other component within this RFQ, those shall be submitted as questions to the DEPARTMENT prior to submission of a Quote. If the STATE determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an addendum. Other than through this process, and subject to the provisions of section 2.1, the STATE rejects and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions submitted as part of OFFEROR's response. **Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds for the DEPARTMENT to reject OFFEROR's Quote.**

2.4 INTERPRETATION OF TERMS AND PHRASES

This Request for Quote serves two functions: (1) to advise OFFERORS of the parameters of the Lease being proposed by the DEPARTMENT; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Quote shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the DEPARTMENT will take into consideration the degree to which OFFERORS have proposed or failed to propose solutions that will satisfy the DEPARTMENT's needs as described in the Request for Quote. Except as specifically stated herein, no one requirement shall automatically disqualify a OFFEROR from consideration. However, failure to comply with any single requirement may result in the DEPARTMENT exercising its discretion to reject a quote in its entirety.

2.5 QUESTIONS ABOUT QUOTE

Upon review of the RFQ documents, OFFERORS may have questions to clarify or interpret the RFQ in order to submit the best quote possible. Direct all inquiries concerning this RFQ to:

Carson Wood
Conservation Biologist
NCDEQ Stewardship Program
984-365-1744
stewardship@deq.nc.gov

Questions related to the content of the solicitation or award process shall be submitted by July 20, 2026 via email and/or electronic form. OFFERORS should enter "RFQ 26-STEW-01- Questions" as the subject of the message. This is the only manner in which questions will be received. Questions received prior to July 20, 2026, the State's response, and any additional terms deemed necessary by the State will be posted July 21, 2026 in the form of an addendum and shall become an Addendum to this RFQ. 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 RFQ, shall be considered authoritative or binding. OFFERORS shall be entitled to rely only on written material contained in this RFQ and in an Addendum to this RFQ.

2.6 QUOTE EVALUATION PROCESS

The STATE shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The STATE reserves the right to waive any minor informality or technicality. For all responses that pass the initial review process, the STATE will review and assess the OFFEROR's pricing. The STATE may request additional formal responses or submissions from any or all OFFERORS for the purpose of clarification. OFFERORS are cautioned, however, that the STATE is not required to request clarification, and often does not.

All quotes should be complete and reflect the most favorable terms available from the OFFEROR. Prices quoted cannot be altered or modified as part of a clarification. OFFERORS are cautioned that this is a request for quote, not a request or an offer 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.

CONFIDENTIALITY DURING PROCESS: During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing DEPARTMENT and any third parties involved in this procurement process. Any attempt on behalf of a OFFEROR to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another OFFEROR, offer any benefit or information not contained in the quote) in any way shall constitute sufficient grounds for disqualification of OFFEROR from further evaluation or consideration in the discretion of the State.

2.7 METHOD OF AWARD

The STATE may obtain quotes from one or more OFFERORS. All quotes will be evaluated and the award will be made based on the highest responsive responsible OFFEROR quote.

2.8 TIED OFFERS

In the event of multiple highest responsive responsible quotes being received that contain the same amount offered, the award will be made to the OFFEROR whose highest responsive responsible quote was received first based on timestamping.

3.0 SUBMITTING A QUOTE

3.1 QUOTE SUBMITTAL REQUIREMENTS (FORMS)

OFFEROR shall populate all attachments of this RFQ that require the OFFEROR to provide information and include an authorized signature where requested, as outlined below. OFFEROR responses shall include the following items and they should be arranged in the following order:

- a) Completed version of FORM A: OFFEROR NCWRC LICENSE NUMBER*
- b) Completed and signed version of FORM B: OFFEROR INFORMATION/EXECUTION
- c) Completed version of FORM C: GAME LEASE QUOTATION

3.2 QUOTE SUBMITTAL INSTRUCTIONS

OFFERORS shall submit an image, copy, or scan of their **signed, original executed** response via email to stewardship@deq.nc.gov **by the date and time specified**.

OFFERORS shall use the subject line “**Hunting Lease Quote**” when submitting their emailed quote.

IMPORTANT NOTE: It is the responsibility of the OFFEROR to email their quote to stewardship@deq.nc.gov **by the specified time and date of opening. This is an absolute requirement.** The time of delivery will be determined as received in the stewardship@deq.nc.gov email inbox. Any quote received after the submission deadline will not be accepted or evaluated.

4.0 AWARD

4.1 NOTIFICATION OF AWARD

The OFFEROR who submits the winning quote, hereinafter referred to as LESSEE will be notified by phone call and email of the lease award. All other OFFERORS will be notified of the DEPARTMENTs award decision by email.

5.0 GAME LEASE REQUIREMENTS

The STATE authorizes the LESSEE access to the SITE for and during the period set upon the following requirements:

1. **ACKNOWLEDGEMENTS:** LESSEE accepts the premises in an “as is” condition and understands and agrees that hunting is a dangerous activity and that there may be hidden hazards, such as holes, fence wires, animals, wells, swamps, ponds, harmful plants, other hunters, or other risks that may injure or cause the death of the LESSEE. LESSEE acknowledges that the LESSOR makes no guarantee as to the amount or quality of game present on the property or potential or anticipated success rates.
2. **PERIOD:** This agreement shall be the only lease governing the Tract during the Lease period. The Lease period shall commence on the **1st day of August**, and terminate on the **31st day of May**. The Department reserves the right to offer the LESSEE a single two-year renewal option. If the renewal option is not exercised then, prior to the end of the lease term, the DEPARTMENT will advertise for a new lease on the property to commence at the expiration of the then current lease term.
3. **SPECIES:** Subject to all local, State, and federal applicable laws, rules, regulations and local ordinances governing the harvesting of wildlife, this Lease is for all legal game as defined in the *North Carolina Inland Fishing, Hunting, and Trapping Regulations Digest*, published annually by the NC Wildlife Resources Commission. The most current laws, rules, regulations and local ordinances in effect at the time of the particular harvesting shall apply to the LESSEE and all guests of LESSEE. The following criteria shall also apply to the Tract:
 - a. Except for waterfowl, **the use of dogs for hunting is strictly prohibited.**
 - b. The legal harvesting of nutria is encouraged.
 - c. The legal harvesting of feral hogs is encouraged.
 - d. Trapping is prohibited.
4. **DEPARTMENT CONTACT:** All payments, documents, and correspondence associated with this Lease shall be mailed or delivered to the following address:

Carson Wood
Stewardship Program
NC Department of Environmental Quality
1606 Mail Service Center
Raleigh, NC 27699-1606
5. **LEASE FEE:** The LESSEE agrees to pay the LESSOR the first annual installment upon execution of this instrument by both parties. All remaining annual payments shall be made by the 1st day of August of each subsequent lease year. Payments may be made by cashier's check, certified check, personal check, or money order. **All payments shall be made payable to NCDEQ.** Cash payments will not be accepted.
6. **DEPOSIT:** Within 15 days of lease award, the LESSEE shall pay the LESSOR an interest free deposit equal to 20% of the total fee for the three-year lease period, refundable at the expiration of the Lease if the Lease has been adhered to and no damages have been charged against LESSEE'S deposit by the LESSOR as a result of the actions of the LESSEE. No interest will be paid on this deposit.
7. **TERMINATION:** It is mutually agreed that failure to abide by the terms and conditions of this agreement, and all applicable laws governing the activities contemplated under this agreement, by LESSEE, or any of its guests, shall constitute a breach of this agreement and cause the forfeiture of all hunting rights, deposits and fees. LESSOR may waive minor violations of this agreement; any such waiver shall be in writing signed by the LESSOR. LESSOR's failure to enforce any provision of this agreement shall not be deemed a waiver of any of its rights under this agreement. LESSOR may, within its sole discretion, allow LESSEE to take corrective action to remediate any minor violations of this agreement to prevent the termination of this agreement; this shall be confirmed in writing signed by both the parties and shall become an amendment to this agreement prior to any corrective action being undertaken by the LESSEE.

8. **RIGHT OF ACCESS:** This agreement is not intended to prohibit or restrict recreational boaters or paddlers from traveling the navigable waterways on this Tract. A combination lock code shall be provided to the LESSEE upon award of the lease. At the termination of the lease contract the combination will be changed. LESSOR, for itself and its agents, employees, and contractors, shall retain the right to go onto the Tract at any time for any purpose including, but not limited to, ensuring LESSEE'S compliance with this agreement.
9. **ASSIGNMENT:** LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed signed written consent of the LESSOR.
10. **INSURANCE:** For the entire Lease period, the LESSEE agrees to carry a Comprehensive General Liability insurance policy with a combined single limit of \$1,000,000 per occurrence for both bodily injury and property damage, naming both the State and the DEPARTMENT as additional insureds. LESSEE agrees to furnish the DEPARTMENT with a copy of the Certificate of Insurance.
11. **HAZARDOUS SUBSTANCES:** LESSEE shall hold the DEPARTMENT harmless from and indemnify the STATE and the DEPARTMENT along with its officers, employees and agents, against damage, loss, expense, response costs or liability, including consultant fees and attorney fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the premises as a result of the LESSEE'S use of the premises. For purposes of this Agreement, hazardous substances shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the premises causes or threatens to cause nuisance or health hazard affecting human health, the environment, the premises or the premises adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. Hazardous Substance Law means the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 41 U.S.C. 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.1801 et seq.; the Clean Water Act, 33 U.S.C.1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any other applicable federal or state law or regulation now existing or promulgated in the future.
12. **CHEMICAL TREATMENT:** The use of herbicides, pesticides or biocides is prohibited.
13. **STORING OR DUMPING:** LESSEE must adhere to a "pack-it-in/pack-it-out" policy regarding all trash. Storage and dumping of soil, ashes, trash, garbage, hazardous substances, toxic waste, abandoned vehicles, appliances, machinery, or other unsightly or offensive material or fill materials is prohibited. Surface or ground water pollutants within the premises are prohibited.
14. **VIOLATIONS:** Any violation of North Carolina Inland Fishing, Hunting, and Trapping Regulations shall be immediately reported to the LESSOR and may result in termination of the Lease. A violation is defined as receiving a citation.
15. **AUTHORIZED HUNT CLUB MEMBERS:** The LESSEE shall furnish to the DEPARTMENT and/or its representative, a complete membership list of the hunting club upon execution of this instrument. LESSEE shall provide name and NCWRC license number for each member. Changes to the membership list shall be provided by LESSEE to the DEPARTMENT within 10 days of any addition or removal of any members. Failure to comply may result in lease termination.
16. **RIGHT OF ENTRY:** The LESSEE will require that every member carry on their person and display on their vehicle authorized membership identification. Every member shall carry on their person a valid DEPARTMENT-issued Right of Entry clearly denoting LESSEE affiliation. No member shall enter the site without said Right of Entry on their person. Rights of Entry expire May 31st each year of the lease and are only re-issued upon receipt of the LESSEE's annual lease payment, hunting insurance, and list of hunters.
17. **GUESTS:** All non-members using the tract must be accompanied by a member.

18. **RESOURCE INTEGRITY:** The removal, disturbance, molestation, or defacement of minerals, archaeological and natural resources is prohibited. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water on the property. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. Any change, disturbance, alteration or impairment of the natural features of the property or any intentional introduction of non-native plants, trees and/or animal species is prohibited.
19. **VEGETATION MAINTENANCE:** Cutting, removal, mowing, harming, or destruction of any trees and vegetation, dead or alive, or the disturbance of other natural resources is prohibited. This includes trail blazing to or from hunting areas. The gathering of plants and plant parts is prohibited. Exceptions include clearing as necessary for removal of hazards to LESSEE, maintenance of existing roads, and trails clearance. LESSEE shall obtain written authorization from the LESSOR prior to performing an activity described in these exceptions.
20. **MOTORIZED VEHICLES:** Usage of motorized vehicles by LESSEE is allowed to access the property only on existing trails, paths or roads, all other use of motorized vehicles is strictly prohibited, except as used exclusively for the management, maintenance, or stewardship of the property.
21. **ROADS AND TRAILS:** Roads must be left in as good a condition at the expiration of the Lease Agreement as at the beginning as determined by the DEPARTMENT. There shall be no new construction of roads, trails, walkways, or paving on the property. Existing roads, paths or trails located on the property may be maintained for access to the interior of the property. Maintenance is limited to removing overhanging tree limbs, filling potholes with gravel and leveling, and repairing gates and fencing. Any other modification or improvement to the property except as necessary for the removal of hazards to LESSEE must have prior written approval by the DEPARTMENT.
22. **COMMERCIAL AND AGRICULTURAL ACTIVITIES:** Commercial, construction, and/or development activities are prohibited. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the property. Agriculture and grazing are prohibited.
23. **HUNTING STANDS:** LESSEE may erect portable hunting stands on the property. All stands shall be secured with lashing, rope, chains, or similar apparatuses. It is prohibited to drive a nail, spike, or other metal object into a tree or hunt from a tree into which a metal object has been driven. Hunting stands shall be maintained in a safe condition and removed from the property at the conclusion of the lease period. Climbing stands are also permitted. Coordinates for each stand is to be provided within 10 days of installation to aid in ensure poaching is not occurring on the site.
24. **ADDITIONAL PROHIBITED ACTIVITIES:** The LESSEE is prohibited from conducting the following activities on the property:
- a. Trapping,
 - b. The use of firearms for non-hunting purposes such as target shooting or "sighting-in",
 - c. Open camp fires,
25. **FEEDERS AND FOOD PLOTS:** No mowing, planting, creation or maintaining of food plots is allowed within the property without prior written authorization from LESSOR. Feeders and attractants are allowed, but must be deployed in accordance with all regulations and policies from NC Wildlife Resources Commission. The DEPARTMENT reserves the right at any time during the term of this lease, with 30 days written notice, to issue additional requirements to further restrict or prohibit the use of feeders and attractants.

26. **REMOVAL OF EQUIPMENT AND PERSONAL PROPERTY ITEMS FROM THE PROPERTY:** Prior to the expiration of this Lease, the LESSEE will cease all use of the site and will remove any equipment and/or personal property of the LESSEE. LESSEE forfeits its possessory interest in any of its items remaining on the property after the expiration or cancellation of this Lease, if not renewed with the current LESSEE. This provision shall neither relieve LESSEE from any costs to remove such items from, or liability for damages to, the property deriving from LESSEE's abandonment of items on the property nor shall it create a duty, or obligation, on the part of the LESSOR to take remedial action. If the LESSOR incurs any expense to remove such items from the property, LESSEE hereby agrees to indemnify and hold LESSOR harmless for all such expenditures.
27. **SIGNAGE:** The LESSEE, at its own expense, shall post the boundaries of the property with signs designating the hunt club or individual, subject to LESSOR'S prior approval. Signs shall be posted no later than August 30th of each year of the Lease. The LESSEE shall maintain DEPARTMENT signage and tree blaze along the property boundaries. The LESSEE will contact the Stewardship Director for appropriate methods and signs.
28. **ALCOHOL AND DRUG USE:** Use of alcohol and illegal substances by LESSEE is strictly prohibited on the property. The use of legally prescribed medication on the property is permitted; provided, however, that the use of such medication while hunting does not place the person in undue danger, endanger the well-being of others, or impair the person's ability to engage in safe and ethical hunting activities.
29. **FIRE:** LESSEE shall maintain proper vigilance aimed at preventing wildfires. Open fires are prohibited.
30. **CAMPING:** Primitive camping is allowed on the property. LESSEE shall adhere to the principles of "Leave No Trace" and "Pack It In, Pack It Out".
31. **FIREARMS AND WEAPONS:** LESSEE shall maintain proper safety procedures regarding firearms and weapons, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings. LESSEE shall not shoot in the direction of any people, buildings or livestock. All firearms will be unloaded and cased during transport on any motorized vehicle, including ATVs. LESSEE must comply with local or county government ordinances regarding the discharging of firearms.
32. **SEVERABILITY:** It is agreed that the illegality or invalidity of any term or clause contained in this lease, shall not affect the validity of the remainder of this lease and this lease shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein, provided that the remaining portions of the lease shall be construed to effectuate as nearly as possible the apparent intent of the term or clause.
33. **SUSPENDED USE OF PROPERTY:** LESSEE agrees that the LESSOR reserves the right to suspend LESSEE'S use of any portion of the property under extreme weather conditions such as hurricanes, floods, wild fires, prolonged droughts.
34. **HARVEST TAGGING AND REPORTING:** LESSEE shall report to the North Carolina Wildlife Resource Commission (NCWRC) all applicable game harvested on the tract as required by NCWRC Statute*.
35. **LICENSING AND PERMITTING:** LESSEE shall maintain all proper state, federal and local licenses and permits to legally hunt the specified game on the property.
36. **HUNTING BY MINORS ON THE PROPERTY:** All minors permitted by LESSEE to hunt on the property shall be under the direct supervision of a parent, a legal guardian, or a person acting *in loco parentis* to the minor. Such person shall be fully responsible for the acts and omissions of the minor and for the personal safety of the minor and shall agree to indemnify and hold LESSOR harmless in accordance with Subsection 7 General Indemnity of North Carolina General Terms and Conditions contained herein.

37. **PUBLIC TRUST RIGHTS:** The LESSEE shall not hinder the right of the public to utilize public trust waters whereby the public is afforded the right to navigate, swim, hunt, fish, and enjoy all recreational activities in the watercourses of the State, per NC General Statute 1-45.1.
38. **STATE OF EMERGENCY DECLARATIONS:** LESSEE agrees that the LESSOR reserves the right to suspend LESSEE'S use of any portion of the property if so decreed by the Governor of North Carolina thru a State of Emergency declaration and associated Executive Orders.
39. **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION EMERGENCY RESPONSE PLANS:** LESSEE shall comply with all directives issued by the Wildlife Resource Commission through emergency powers as well as temporary rules. For example, Chronic Wasting Disease (CWD) Surveillance Areas and Special Regulations [Chronic Wasting Disease | NC Wildlife](#) fall under emergency powers.
40. **LEASE INSPECTIONS:** The DEPARTMENT shall conduct lease inspections to ensure the terms of the lease are being abided by. Generally, unannounced inspections will typically occur between June 1st to September 1st of each calendar year. Inspections may occur at any time of year with attempted courtesy notice by phone.
41. **NATURAL RESOURCE MANAGEMENT:** The DEPARTMENT reserves the right to conduct necessary management activities on the site throughout the year. The LESSEE shall be notified of these activities via phone or email at least 48 hours prior to the planned activity, including whether it may impact the LESSEE's access or ability to hunt the site. The DEPARTMENT shall attempt to limit significant management activities to outside big game season, but safety and access may require certain activities to occur during big game season.

End of -Game Lease Requirements-

6.0 INSTRUCTIONS TO OFFERORS

1. **READ, REVIEW AND COMPLY:** It shall be the OFFEROR's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to OFFERORS or elsewhere in this RFQ document.
2. **EXECUTION:** Failure to sign the OFFEROR INFORMATION/EXECUTION form will render quote non-responsive and it shall be rejected.
3. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low): (1) Amendments to this RFQ; (2) this RFQ and Specifications; (3) North Carolina General Contract Terms and Conditions; (4) Instructions to OFFERORS; and (5) OFFEROR's quote.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** OFFEROR shall furnish all information requested and in the spaces provided in this document.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the quote are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
6. **PROTEST PROCEDURES:** When an OFFEROR wishes to protest a Contract resulting from this RFQ that is awarded by the DEPARTMENT an OFFEROR shall submit a written request addressed to:

Division Director of Facilities, Health, and Safety
NC Department of Environmental Quality
1606 Mail Service Center
Raleigh, NC 27699-1606

The protest request shall be received within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

Note: Contract award notices shall be sent to all OFFERORS. The DEPARTMENT shall actively follow-up and be consistent in responding to an OFFEROR's protest over contract award.

7. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
8. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFQ and in formal Addenda issued.
9. **COST FOR QUOTE PREPARATION:** Any costs incurred by OFFEROR in preparing or submitting quotes are the OFFEROR's sole responsibility; the State of North Carolina will not reimburse any OFFEROR for any costs incurred prior to award.
10. **OFFEROR'S REPRESENTATIVE:** Each OFFEROR shall submit with its quote the name, address, telephone number, and email address of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's quote.

-End of -Instructions to Offerors-

7.0 NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

- 1.0 Definitions:** Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.
- 1.1 "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
 - 1.2 "Audit" means an examination of records or financial accounts to verify their accuracy.
 - 1.3 "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
 - 1.4 "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
 - 1.5 "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
 - 1.6 "Fiscal Year" means the annual operating year of the non-State entity.
 - 1.7 "Financial Assistance" means assistance that non- State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
 - 1.8 "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
 - 1.9 "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
 - 1.10 "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
 - 1.11 "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
 - 1.12 "Non-State Entity" has the meaning in NCGS 143C- 1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
 - 1.13 "Public Authority" has the meaning in NCGS 159- 7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
 - 1.14 "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
 - 1.15 "Special Appropriation" means a legislative act authorizing the expenditure of a designated

amount of public funds for a specific purpose.

- 1.16 *"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.*
- 1.17 *"Sub-grantee" has the meaning in NCGS 143C-6- 23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.*
- 1.18 *"Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.*

2.0 Relationships of the Parties

- 2.1 **Independent Contractor:** *The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.*
- 2.2 **Subcontracting:** *To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract:*
 - 2.2.1 *The Grantee is not relieved of any of the duties and responsibilities provided in this contract;*
 - 2.2.2 *The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;*
 - 2.2.3 *The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.*
- 2.3 **Sub-grantees:** *The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.*
- 2.4 **Assignment:** *The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:*
 - 2.4.1 *Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or*
 - 2.4.2 *Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).*

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

- 2.5 **Beneficiaries:** *Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.*

3.0 Indemnity and Insurance

3.1 Indemnification: The Grantee shall hold harmless, the Agency, its officers, agents, and employees, from liability of any kind, including all claims and losses, with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Grantee provided that the Grantee is notified in writing within thirty (30) days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

3.2 Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

3.2.1 Worker's Compensation: The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.

3.2.2 Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

3.2.3 Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

4.0 Default and Termination

4.1 Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee

provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

4.2 Termination for Cause: *If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.*

4.3 Waiver of Default: *Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.*

5.0 Availability of Funds: *The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.*

6.0 Force Majeure: *Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.*

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

8.0 Intellectual Property Rights

8.1 Copyrights and Ownership of Deliverables: *All deliverable items produced pursuant to this contract are the exclusive property of the Agency. Reports, maps or other documents produced, in whole or in part, under this agreement may not be the subject of an application for copyright by or on behalf of the Grantee.*

8.2 Federal Intellectual Property Bankruptcy Protection Act: *The Parties agree that the Agency is entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereof.*

9.0 Compliance with Laws: *The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.*

10.0 Equal Employment Opportunity: *The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.*

11.0 Confidentiality: *In accordance with NCGS §143B-1350(e), 9 NCAC 06B.0103, 09 NCAC 06B.1001, NCGS §143-52(a), and 01 NCAC 05B.0102, the Grantor keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further*

disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency. Grantee may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL".

12.0 Access to Persons and Records:

- 12.1 During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 12.2 The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
 - 12.2.1 The State Auditor.
 - 12.2.2 The internal auditors of the affected department, agency or institution.
 - 12.2.3 The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- 12.3 The Joint Legislative Commission on Governmental Operations has the authority to:
 - 12.3.1 Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
 - 12.3.2 Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
 - 12.3.3 Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
 - 12.3.4 Receive reports as required by law or as requested by the Commission.
 - 12.3.5 Access and review
 - 12.3.5.1 Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - 12.3.5.2 Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- 12.4 The Joint Legislative Commission on Governmental Operations has the power to:
 - 12.4.1 Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 - 12.4.2 Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- 12.5 Unless prohibited by federal law, the Commission and Commission staff in the discharge of

their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

- 12.6 Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- 12.7 Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- 12.8 A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.
- 13.0 Record Retention:** The Grantee may not destroy, purge or dispose of records, subject to this Contract, without the express written consent of the Agency or as prescribed by the North Carolina Department of Natural and Cultural Resources' General Schedule for State Agency Records. If the Contract is subject to Federal policy and regulations, record retention must be retained for a period of three years following submission of a final or revised Federal Expenditure Report, if applicable, or as otherwise prescribe in the Code of Federal Title II, Subtitle A, Chapter II, Subpart 200 § 333.
- 14.0 Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
- 15.0 Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
- 16.0 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 17.0 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- 18.0 Time of the Essence:** Time is of the essence in the performance of this Contract.
- 19.0 Certification Regarding Collection of Taxes:** NCGS 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of NCGS 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include:
- 19.1 Maintenance of a retail establishment or office;
- 19.2 Presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and
- 19.3 Systematic exploitation of the market by media- assisted, media-facilitated, or media-solicited means.
- The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.
- 20.0 Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State-owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

- 21.0 Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina (<https://www.osbm.nc.gov/budget/budget-manual>).
- 22.0 Sales/Use Tax Refunds:** If eligible, the Grantee and all sub- grantees shall:
- 22.1 Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and;
- 22.2 Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 23.0 Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.
- 24.0 Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.
- 25.0 Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.
- 26.0 Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.
- 27.0 Lobbying:** The Grantee certifies that it:
- 27.1 Has neither used nor will use any appropriated funds for payments to lobbyist;
- 27.2 Will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and
- 27.3 Will file quarterly updates about the use of lobbyists if material changes occur in their use.
- 28.0 Gifts: Per NCGS § 133-32:** It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- 28.1 Have a contract with a governmental agency; or
- 28.2 Have performed under such a contract within the past year; or
- 28.3 Anticipate bidding on such a contract in the future.

-End of -NC General Contract Terms and Conditions-

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FORM A: OFFEROR NC WILDLIFE RESOURCES COMMISSION LICENSE NUMBER



STATE OF NORTH CAROLINA

Request for Quote #

26-STEW-01

For internal State agency processing, please provide your North Carolina Wildlife Resources Commission License Number. Pursuant to North Carolina General Statute 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 quote.

North Carolina Wildlife Resource Commission License Number:

License Number

OFFEROR Name

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FORM B: OFFEROR INFORMATION/EXECUTION

STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY	
Refer <u>ALL</u> Inquiries regarding this RFQ to: Carson Wood Conservation Biologist 984-365-1744 919-707-8521 stewardship@deq.nc.gov	Request for Quote #: 26-STEW-01
	Quotes shall be submitted via email to: stewardship@deq.nc.gov
	Quotes shall be submitted by: July 27, 2026 at 5:00 PM ET
	Contract Type: NICHOLLS FARM GAME LEASE
	Using Agency: FHSD Stewardship Program

EXECUTION:

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned OFFEROR offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned OFFEROR certifies that this quote 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 that it is not an ineligible OFFEROR as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of OFFEROR'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 OFFEROR certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, 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 any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

PRINT FIRST NAME OF OFFEROR:	PRINT LAST NAME OF OFFEROR:
ADDRESS:	TELEPHONE NUMBER:
CITY & STATE & ZIP:	EMAIL:
OFFEROR'S AUTHORIZED SIGNATURE:	DATE:

Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted. Offer valid for 60 days from date of quote opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTE:

If any or all parts of this quote are accepted by the State of North Carolina, an authorized representative of the Department of Environmental Quality shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the OFFEROR response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful OFFEROR.

FOR STATE USE ONLY: Offer accepted and contract awarded this ____ day of _____, 20____ as indicated on the attached certification, by _____, authorized representative of Department of Environmental Quality.

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FORM C: GAME LEASE QUOTATION

This Request for Quotation (RFQ) document is the contract document upon acceptance and execution by the DEPARTMENT. Per the attached Lease Requirements, Terms and Conditions, any Addenda, and any amendments. It is the OFFEROR'S responsibility to assure that all Addenda have been reviewed and, if need be, signed and returned.

PROPERTY

Nicholls Farm

LEASE FEE

\$_____ per year

ACKNOWLEDGEMENTS

1. Our club has reviewed the tract offered for lease and understands and acknowledges that it will be leased in an "as is" condition.

CHECK ONE:

- ☐ YES
☐ NO

Acknowledged by:

Date of review:

2. A Club Member has been issued a citation for violating hunting laws in North America since January 1, 2021*

CHECK ONE:

- ☐ YES
☐ NO

* If you checked YES provide, on a separate sheet of paper, the hunter's name, date of violation, location of violation, and description of the violation and final disposition of the violation.

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