

**North Carolina  
Department of Environment and  
Natural Resources**

**Ecosystem Enhancement Program**

**Web-Based Development:**

**Information Management System:  
Phase I, Project Data Management**

**Scope Statement**

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## GENERAL INFORMATION

Department:	North Carolina Department of Environment and Natural Resources (DENR) Ecosystem Enhancement Program (EEP)	
Issue Date:	<b>January 30, 2006</b>	
Scope Statement Title:	<b>EEP Information Management System (Tracking Number TECH-002840)</b>	
Technical Services Contract:	Attachment 5: Web Based Development	
Sponsors:	Dempsey Benton, Chief Deputy Secretary, DENR Jim Stanfill, Strategic Planning Manager, DENR EEP Sally Ruggero, IMS Project Manager, DENR EEP Randy Moody, Applications Development Manager, DENR ITS Sharon Jones, Contracts Coordinator, DENR EEP	
Purchasing Contact:	Mike Brendle, DENR Purchasing and Services 919-715-3880 <a href="mailto:Mike.Brendle@ncmail.net">Mike.Brendle@ncmail.net</a>	
Delivery Instructions:	Address as below if delivered by US Postal Service: (Mail at least 5 business days prior to due date)	Address as below if delivered by other means (UPS/FEDEX/etc.): (Suggestion: Request Signature Receipt.)
	NC DENR Purchasing and Services Attn: Mike Brendle 1605 Mail Service Center Raleigh, NC 27699-1605	NC DENR Purchasing and Services Attn: Mike Brendle 512 N. Salisbury St. Archdale Building, <b>Room 640</b> Raleigh, NC 27603
Mandatory Vendor Conference:	<b>February 7, 2006, 2:00 p.m.</b>	
Due Date for Questions:	<b>February 9, 2006 5:00 p.m.</b>	
	<b>Submit Written Questions to:</b> <a href="mailto:mike.brendle@ncmail.net">mike.brendle@ncmail.net</a>	
Proposals Due:	<b>February 28, 2006 3:30 p.m. Extended to March 9, 2006 3:30 pm</b>	

### Vendors Conference

There will be a **Mandatory Vendor Conference** on February 7, 2006, in Conference Room 1H120 on the first floor of the Parker/Lincoln Building, 2728 Capital Boulevard, Raleigh NC. The conference will begin sharply at 2:00 p.m. Please be prompt. Late arrivals may not be admitted. A valid, current picture identification is required to enter the Parker/Lincoln Building to pass the Security Desk so please be prepared to show your identification. Proposals will not be considered from vendors that do not attend the mandatory vendor conference.

### Questions

Vendors may ask questions at the conference or questions may be sent to the email address indicated above by 5:00 pm on February 9, 2006. Oral answers are not binding on the State. All questions received including the questions received at the vendors' conference will be answered and emailed as an addendum to each eligible vendor on Attachment 5 that attends the mandatory vendor conference. Vendor contact regarding this Scope Statement with anyone other than Mike Brendle will be grounds for rejection of said Vendor's offer.

## **Proposal Submissions**

The Vendor shall deliver two (2) signed originals and six (6) copies of the proposal enclosed in three-ring binders, and one (1) electronic copy of the Proposal, in Microsoft Word format, on CD to the address listed above in the General Information Section. The responses must be in a sealed package, and clearly marked with your company name and "EEP Information Management System" on the front of each sealed proposal packet. Do not mark your entire response as "Confidential and/or Proprietary". Only vendor information referenced in the NC Information Technology General Terms and Conditions for Goods and Related Services, Section 17, "Confidentiality" may be confidential. Acceptance of proposals for evaluation when marked confidential or proprietary, or as exempt from disclosure under N.C. Public Records laws, shall not constitute a determination by the State that any materials or information contained therein are exempt from disclosure.

## ACRONYMS

<b>CIO</b>	Chief Information Officer
<b>DENR</b>	North Carolina Department of Environment and Natural Resources
<b>EEP</b>	Ecosystem Enhancement Program
<b>ERwin</b>	Software tool used to describe database tables and their relationships
<b>ETS</b>	Enterprise Technology Strategies Section
<b>IBEAM</b>	Internet-Based Enterprise Applications Management
<b>IMS</b>	<b>EEP</b> Information Management System
<b>ITS</b>	DENR Division of Information Technology Services
<b>NCAC</b>	North Carolina Administrative Code
<b>NCDOT</b>	North Carolina Department of Transportation
<b>OITS</b>	North Carolina Office of Information Technology Services
<b>SDLC</b>	Systems Development Life Cycle
<b>SOW</b>	Scope of Work
<b>UML</b>	Unified Modeling Language used to describe processes
<b>Visio</b>	Drawing and diagramming software tool used to represent UML descriptions

## 1. Purpose

The Ecosystem Enhancement Program (EEP), which is located within the North Carolina Department of Environment and Natural Resources (DENR), is developing an information system to facilitate procedures for implementing and reporting on its activities. EEP's mission is to protect, enhance and preserve North Carolina's streams and wetlands. EEP is responsible for watershed planning and implementation of stream, wetland, buffer, and nutrient offset mitigation projects that improve the health of North Carolina watersheds while offsetting impacts from construction projects initiated by the North Carolina Department of Transportation (NCDOT) and private developers.

The EEP Information Management System (IMS) is ultimately intended to support the broad range of EEP activities. However, due to the anticipated scale and complexity of the system, a phased process was adopted for designing the system. This Scope of Work addresses Phase 1, Project Data Management, which includes impact and mitigation tracking, accounting, and forecasting; mitigation project, land acquisition, and permit tracking; and associated reporting and data exporting. Subsequent phases of system development will address other EEP activities.

## 2. References

1	<a href="#">OITS Attachment 5: Web-based Development</a>	<a href="http://www.its.state.nc.us/ITProcurement/ConvenienceContracts/CBids/Bids/Bid2/Attach5/Attachment%205%20Requirements.pdf">http://www.its.state.nc.us/ITProcurement/ConvenienceContracts/CBids/Bids/Bid2/Attach5/Attachment%205%20Requirements.pdf</a>
2	<a href="#">Design Documentation for the EEP Information Management System</a>	<a href="http://test.enr.state.nc.us/ooc/html/bids2.html">http://test.enr.state.nc.us/ooc/html/bids2.html</a>
3	<a href="#">Statewide Technical Architecture</a>	<a href="http://www.ncsta.gov">http://www.ncsta.gov</a>
4	<a href="#">OITS Information and Standards</a>	<a href="http://www.its.state.nc.us/Information/Standards.asp">http://www.its.state.nc.us/Information/Standards.asp</a>
5	<a href="#">Portfolio Management Initiative</a>	<a href="http://www.scio.state.nc.us/PortfolioManagementInitiative.asp">http://www.scio.state.nc.us/PortfolioManagementInitiative.asp</a>
6	<a href="#">iBEAM Project Requirements</a>	<a href="http://itsdev.enr.state.nc.us/PUBLIC/iBeam%20Project%20Requirements.html">http://itsdev.enr.state.nc.us/PUBLIC/iBeam%20Project%20Requirements.html</a>
7	<a href="#">Project Management Handbook</a>	<a href="http://www.enr.state.nc.us/its/html/pmhandbook.html">http://www.enr.state.nc.us/its/html/pmhandbook.html</a>
8	<a href="#">System Development Lifecycle</a>	<a href="http://www.enr.state.nc.us/its/html/systems_development_lifecycle.html">http://www.enr.state.nc.us/its/html/systems_development_lifecycle.html</a>

## 3. Project Description

### 3.1 Background

To develop the system design, EEP established a design team consisting of three EEP staff and three system designers. EEP staff provided information regarding the detailed business processes for the system, which the team used to generate the associated system requirements documentation. The resulting [Design Documentation for the EEP Information Management System](#) [Reference 2] may be viewed online.

### 3.2 Methodology

ITS, EEP and the vendor shall be jointly responsible for insuring adherence to both the Statewide and DENR policies and standards, in developing the IMS system and managing the IMS development project. These policies and standards specify project reporting requirements, management processes, system architecture, and work products, as well as many security requirements. All state and DENR policies and standards are updated and expanded continuously as technology, business conditions, and political mandates dictate.

### **Statewide Policies and Standards:**

The [Statewide Technical Architecture](#) [Reference 3] was developed several years ago as a statewide Information Technology initiative under the Enterprise Technology Strategies Section (ETS) of North Carolina's Office of Information Technology Services (OITS). It specifies the standard architecture for state information systems. [OITS Information and Standards](#) [Reference 4] details system project management and security policies and standards. The state [Portfolio Management Initiative](#) [Reference 5] requires specific project status reporting.

### **DENR Policies and Standards**

The EEP Information Management System shall be a web-based system deployed in the DENR ITS iBEAM execution framework. The work products and standards required for iBEAM systems are identified in the [iBEAM Project Requirements](#) [Reference 6]. DENR's project management policies and standards are detailed in the [Project Management Handbook](#) [Reference 7] and the [System Development Lifecycle](#) [Reference 8] development methodology.

### **3.3 Deliverables**

DENR EEP retains all rights to products and deliverables accomplished through this contract. Any programming code specified or developed under this project shall be non-proprietary. DENR EEP must be provided with original copies of all products and deliverables accomplished through this work effort. Except where otherwise specified, documents and software products shall be delivered in electronic form by vendor submittal to a configuration control system maintained for the project on the DENR ITS computers.

The vendor must perform the following required services as directed by DENR:

- Provide one contract lead person to reside in the DENR ITS office space located in the Archdale building in Raleigh. DENR EEP will provide one workstation configured with MSOffice, MSPProject, and appropriate licenses for IBEAM development.
- Maintain the primary role for all tracking and reporting of the project to the State Enterprise Project Office, as required by DENR, OITS, or EEP executive management.
- Perform all joint discussions, meetings, reviews, training sessions, and any other fact finding sessions on site at a DENR facility (either the Archdale or Parker Lincoln building), unless previously agreed by the IMS Steering Team.
- Implement the EEP Information Management System as a fully functioning, documented, tested system meeting product acceptance criteria, in accordance with Statewide and DENR requirements, including any and all deliverables required under the Statewide Policies and Standards paragraph in Section 3.2 and the deliverables referred to below.
  - Complete the Detailed Design for the EEP Information Management System. See *1 Analysis and Design* deliverables, in the table below.
  - Implement the EEP Information Management System software products. See *2 Implementation* deliverables, in the table below.
  - Train EEP personnel in the setup, operation, use and maintenance of the system. See *3 Training* deliverables, in the table below.
  - Perform complete and ongoing project scheduling and reporting. See *4 Schedule/Reporting* deliverables, in the table below.
  - Migrate the data from EEP's databases into the completed IMS system database. See *5 Data Migration* deliverables, in the table below.
  - Deliver all discretionary tools used in development, testing, documentation, enhancement and/or operation of the IMS. See *6 Other* deliverables below.

### IMS Project Deliverables

Number	Name	Description
<b>1 Analysis and Design</b>		
1.1	Design Documentation Update	Validate the use cases (include significant failure cases), screens and data model to current business, and update the design document to reflect the final design.
1.2	System Design Template Update	Specified at Portfolio Management Initiative [Reference 5].
1.3	Use Case Model	Visio representation of use cases.
1.4	User-Interface Navigation Model	UML Activity Diagram; All use cases modeled as Activity Diagrams; created with Visio.
1.5	UI Screens	Screen images--showing all variations of layout for dynamic screens; linked into the 1.4 model.
1.6	Component and Class Model	UML Class and Package Diagrams; created with Visio.
1.7	Interaction/Activity Diagrams	UML Sequence Diagram showing class interactions; all command sequences modeled as Struts Actions; created with Visio; linked into 1.4 model.
1.8	User-Interface Prototype	A working set of screens that can demonstrate navigation through use cases and display typical report data. Screens must adhere to DENR IBEAM UI style guidelines.
1.9	Data and Database Models	ERwin 4.0 data model
1.10	Quality Assurance Plan	Specify testing strategy and activities including defect tracking and criteria for product acceptance. All tests successful; no critical or major defects; less than 10 minor defects.
1.11	Product Acceptance Test Plan	Identify test cases with traceability to use case specification; include tests for error input, and tests to generate every IMS error message; specify test procedures identifying common procedures; include test setup, test data, and expected results.
<b>2 Implementation</b>		
2.1	Java Server Pages	Must adhere to DENR IBEAM standards.
2.2	Struts ActionForm, Action class derivatives	Must adhere to DENR IBEAM standards.
2.3	POJOs	Plain Old Java Objects (Java Class Files); code to Sun's Java coding conventions, plus some EEP-specified conventions. Must adhere to DENR IBEAM standards.
2.4	Configuration Files (XML)	Spring, Struts, Tiles, Ibatis, Weblogic
2.5	Build, Installation Scripts	Any scripts additional to the standard IBEAM scripts
2.6	IMS Reports	All associated report definition and configuration data
2.7	Product Acceptance Test Plan Update	
2.8	Test Scripts or Data Files	Any scripts or data files used for test input (e.g. SQL files) or validation.
2.9	Product Acceptance Test Results	Identify the version tested, and include results for each test; include summary of passed, failed, and blocked tests.
2.10	IBEAM User Definitions	Define IBEAM users with appropriate permissions for each screen.
<b>3 Training</b>		
3.1	IMS Maintenance Manual	Describe configuration file contents and any IMS system-specific scripts. Identify file dependencies and all maintenance considerations including change scenarios.
3.2	EEP User Staff Training	Detail plans to train between 15 and 50 EEP user staff in use



	Plan	of the system.
3.3	EEP User Staff Training Materials	As required by plan.
3.4	EEP User Staff Training Sessions	As required by plan.
3.5	User Manual	Organized by use case; include input specs for all screen fields. List all error conditions with possible cause and solutions.
3.6	User Information with the IMS Web Pages	Provide screen-specific help: could be user manual excerpts.
<b>4 Schedule/Reporting</b>		
4.1	Monthly Reporting	Provide in electronic format: schedule updates (MSProject), project status, plans and issues (MSWord, MSEXcel).
4.2	Weekly Reporting	Including status, schedule updates, and Risk Watch List (MSWord, MSProject, MSEXcel).
<b>5 Data Migration</b>		
5.1	Data Migration Plan	Document the migration procedure; data mappings from existing databases to new database; any migration programs to be created; and test plan.
5.2	Updated Database	Containing all EEP data as defined in the migration plan.
<b>6 Other</b>		
6.1	Tools	All discretionary tools used for documentation, testing, or development, enhancement and/or operation of the IMS.
6.2	Licenses	Associated discretionary tool licenses for DENR.

#### 4. Project Meeting and Reporting

The IMS Steering Team will monitor the progress of the IMS project and review and approve all deliverables. The Steering Team includes the project manager who is the Chair of the team, at least one representative from DENR ITS, and various DENR EEP stakeholders. The Steering Team members will attend all project meetings.

A project kick-off meeting will be held upon project award before work begins and within one month of award. At that meeting, schedule and details of project operations shall be discussed, and the payment schedule shall be finalized.

Weekly Status Meetings and Reports Weekly meetings will be held in person, to review the past week's project progress and plan the next week's efforts. Any issues or items for discussion will be brought to the attention of the IMS Steering Team Chair. Weekly reporting shall include a written status report and schedule, risk management, and security impact updates as required.

Monthly Reports Monthly written reports shall be provided in electronic Microsoft Word, Excel and Project format, highlighting status and plans, detailing any issues, and updating the project schedule. Format and content will be coordinated to satisfy SCIO reporting requirements of Project Portfolio Management Tool.

#### 5. Project Plan and Schedule

Upon award, Vendor shall review the proposed Project Plan and Schedule with the IMS Steering Team and develop a final plan and schedule that meets the Steering Team's approval. Vendor shall develop the final plan and schedule as an MSProject file that clearly shows dependencies. This plan shall be delivered as the "Final Planning Schedule" within two weeks after award. The Final Planning Schedule must be emailed to the IMS Project Manager.

##### Timetable/Schedule

**The project is to start no later than one month of the award date and should end no later than 1 year from the start date.**

## 6. Project Change Management

The Project Change Management procedure is clearly defined in the DENR ITS Project Manager Handbook and must be adhered to for this project. A brief overview is as follows; The IMS Project Steering Team or the Vendor may identify a change to the activities or deliverables that have been specified in the Statement of Work. The vendor shall prepare a written change request per DENR guidelines and submit the request to the IMS Steering Team Chair. This written change request constitutes an authorized proposal from the Vendor. The Vendor's submission will allow sufficient time for the Steering Team to review and respond to such requests (generally, 7-10 business days). Change requests must follow a Change Procedure including approval from OITS Purchasing when budget and/or schedule increase is required.

This procedure consists of three activities: Change Request Initiation - written change request submitted to IMS Steering Team Chair; Change Request Review –IMS Steering Team Chair reviews written request; and Change Request Approval/Denial –IMS Steering Team Chair approves or denies request in writing along with approval from DENR Purchasing and OITS Purchasing. IMS Steering Team Chair must approve all changes in writing prior to being executed. Changes must be in compliance with the Technical Services Contract Terms and Conditions.

## 7. Vendor Cost Proposal

Responding firms must include:

- The total cost to complete the project, including travel and per diem.
- The estimated number of total working days needed to complete the project.
- The estimated number of working days needed to complete each deliverable listed in section 3.
- Proposed payment schedule based on deliverables.

DENR will accept invoices for payment at 4 (four) intervals in this project. The schedule of this billing point will be negotiated with vendor at the project kickoff meeting. Negotiated payment milestones must coincide with completion and signoff of major deliverables such as completion and acceptance of detail design and prototype.

Vendor must submit a recommended payment schedule for 1<sup>ST</sup> through the 3<sup>rd</sup> payment with their submission of the project plan. The 4<sup>th</sup> payment will be issued after acceptance and final project signoff by the IMS Steering Team Chair. If the vendor would like to propose a payment schedule different from the above based on the completion of specific deliverables, the revised schedule may be presented in the project proposal for consideration and negotiation.

Invoices must be mailed to Valerie Mitchener, 1652 Mail Service Center, Raleigh NC 27699-1652. Invoices must be marked with the Project Manager's name and the DENR contract number. Deliverables/milestones must be signed off and accepted for payment. Invoices must adhere to the guidelines included here and be agreed to by the EEP IMS Steering Team.

## 8. Proposal Format

Vendor proposals must include (*in this order*), but are not limited to the following information:

### Executive Overview

### Section I Vendor Information

### Vendor Statement of Work

- Section II Staffing Plan and Resumes
- Section III Process Design/Project Description
- Section IV Detailed Project Schedule
- Section V Cost Estimates

- Section VI Other Information

### **Executive Overview (limit: 2 pages)**

The executive overview shall include a summary of the work to be performed including general descriptions of tasks, deliverables, workflows, and project user requirements.

### **Section I – Vendor Information (limit: 2 pages)**

The vendor information must include but is not limited to the following:

- Vendor company name
- Vendor company contact: Name, Telephone, FAX, E-Mail.

**Maximum Length Note: The Vendor’s Statement of Work must include the following Sections II through VI and shall not exceed 25 pages in total. Resumes are not considered in this page limit.**

### **Section II - Staffing Plan and Resumes**

All vendor staff expected or required to work directly with the IMS Steering Team or program staff must communicate effectively, both orally and in writing.

Vendors must submit a Staffing Plan providing the total number of people to be used in effort as follows:

- Organization Chart of proposed Project Team—include **only** individuals who will have an active role in this project.
- Roles and Responsibilities of proposed personnel, by individual.

Include resumes (**limit: 2 pages each**) summarizing relevant skills and experience of proposed personnel—include **only** individuals who will be assigned to and have an active role in this project. Summarize the ability to provide skills and experience required, as specified in [OITS Attachment 5: Web-based Development](#) [Reference 1] and section 9 of this Scope of Work.

Include assumptions regarding client participation expected during performance of the contract.

### **Section III –Project Description**

This section must include, but is not limited to, the following information:

- Design/Model/Requirements – A description of the processes to be automated, integration, and requirements of the EEP Information Management System
- Project plan—note that this project is intended to be developed and delivered iteratively.
- Risk analysis and mitigation plan for the IMS project including but not limited to impacts on project schedule, costs, quality of deliverables and ongoing operations.
- Dependencies/Assumptions

### **Section IV – Detailed Project Schedule**

Vendor must submit an overall project schedule including all project deliverables, dates of all meetings and reports, and submission of deliverables. In addition, each major phase or iteration in the plan must include a checkpoint milestone for customer review and approval of the phase deliverables. The schedule must indicate the total number of hours required for each task.

This proposed project schedule must be consistent with the beginning and ending requirements specified in Timetable/Schedule in Section 5 of this Scope of Work. The actual timeline for completion of each task will be negotiated with the IMS Steering Team Chair at the beginning of the project.

Each major phase of the plan must include checkpoints for customer review and acceptance of deliverables.

## **Section V - Cost**

Cost shall be a total cost amount including all expenses for the project. Any software/hardware/tools that Vendor chooses to utilize, not available through DENR, are the responsibility of Vendor. Vendor must provide DENR with all Vendor discretionary resources needed or necessary for review, testing or operations of the Information Management System including any required licenses. The proposal must include all such items. The security of the host network shall not be compromised by Vendor.

## **Section VI - Evidence of Vendor Capability of Quality Performance**

The vendor shall provide information on their organization, experience and skills regarding their track record, reputation and past performance that indicates the capabilities for the successful completion of this work. A minimum of three (3) references of similar projects (comparable in size, using web based development, and preferably for a government agency) indicating the vendor's capabilities to do this work must be provided with project descriptions, cost and other pertinent information, including contact information such as telephone numbers and email addresses. The vendor shall provide links to the work described in the references.

## **9. Additional Vendor Qualifications**

Vendor must have experience with Eclipse, Weblogic, SVN, Spring, UML, J2EE, STRUTS, Ibatis. Experience with DENR contracts, iBEAM project development, Crystal, and relevant experience with mitigation issues is desirable.

## **10. Evaluation Criteria**

The evaluation and vendor selection process will be based on "best value". A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor 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.

Proposals will be evaluated based on the criteria listed below. Evaluation methodology shall be in accordance with Title 9 of the NCAC Subchapter 06B, Section .0302, or corresponding section of any future NC Administrative Code. The State may elect to conduct negotiations with one or more vendors and make requests of vendors as may be necessary or proper for best and final offers.

- **Proposal (60%)**

1. Ability to provide the deliverables as requested in this Scope of Work.
2. Vendor firm qualifications and detailed references regarding similar engagements.
3. Methodology and logic of proposed approach.
4. Experience and qualifications of staff as specified in OITS Attachment 5: Web-based Development [Reference 1] and section 9 of this Scope of Work.
5. Quality and understandability of proposal.
6. Demonstration of understanding of deliverables

- **Cost and Timetable (40%)**

1. Total cost incurred to complete project and provide deliverables.
2. Ability to meet the beginning and ending requirements specified in Section 5.

## **11. Security Related Vendor Requirements and Non-Disclosure**

Each person assigned to the project shall sign EEP non-disclosure agreements and successfully pass a background check conducted at the Vendor's expense at the discretion of DENR. Copies of the non-disclosure agreements are attached at the end of this Scope Statement. No waivers will be granted for previous background checks.

## 12. Additional Terms and Conditions

- a. **Supplement:** The additional terms and conditions set forth herein shall supplement the General Terms and Conditions for Goods and Related Services. In the event of a conflict between this Supplement and the General Terms and Conditions, or any other document, the order of precedence shall be determined by the State's solicitation document(s).
- b. **Confidentiality of Data and Information:**
  - a) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
  - b) All project materials, deliverables, including software, data, and documentation created during the performance or provision of services hereunder is the property of the State of North Carolina and must be kept confidential or returned to ITS, or destroyed with an acceptable certification of destruction provided to ITS, or designee. Proprietary vendor materials shall be identified to the State by vendor prior to use or provision of services hereunder and shall remain the property of the vendor. Derivative works of any vendor proprietary materials prepared or created during the performance of provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.
- c. **Personnel, Facilities, And Records** – Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in this Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by State or federal law. Except as specified above, DENR will not be responsible for office space, workstations, or other resources necessary for it to comply with this agreement. Vendor should include any cost for such items in this proposal. The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.
- d. **Conflict Between Terms In Technical Services Contract** – In the event of any conflict between the terms set forth herein and the terms set forth in Exhibit 3 of the Technical Services Contract, the terms set forth herein shall prevail.
- e. **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.:** In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers located outside of the United States. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance outside of the United States:
  - a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract
  - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
  - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
  - d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided

**Execution of Scope Statement**

**Signatures and Dates**

By signing the below, the Offeror certifies that:

- this Scope Statement Response was signed by an authorized representative of the Offeror;
- this Scope Statement Response was not derived through any acts of collusion as Stated in NCGS 147-33.100;
- the Offeror agrees to all the mandatory terms and conditions and agrees to pay the 2% administrative fee to ITS per Section I, Paragraph B of the ITS Technical Services Contract,
- the Offeror agrees to abide by all State CIO Policies, Standards and Procedures and in addition, adhere to the North Carolina Statewide Technical Architecture.

Therefore in compliance with the foregoing Scope Statement and subject to all terms and conditions of the ITS Technical Services Contract, including all exhibits, the undersigned offers and agrees to furnish the services set forth in the Scope Statement if the Scope Statement Response is accepted by the State. **Failure to execute/sign scope statement prior to submittal shall render it invalid. Late bids are not acceptable.**

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

**Acceptance by Agency is contingent upon the Statewide IT Procurement Office's approval of the Agency's recommendation of award. This contract award was approved by ITS on \_\_\_\_\_,20\_\_, as indicated by attached certification letter.**

**ACCEPTANCE OF SCOPE STATEMENT RESPONSE**

If any or all parts of this scope are accepted, an authorized representative of Using Agency shall affix their signature hereto and this document along with the provisions of the Technical Services Contract shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

<p>FOR CONTRACTING AGENCY USE ONLY</p> <p>Offer accepted this ____ day of _____, 20____, as indicated on attached certification or purchase order,</p> <p>by _____ (Authorized representative of Contracting Agency)</p>
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State of North Carolina
Department of Environment and Natural Resources
Ecosystem Enhancement Program

Michael F. Easley, Governor

William G. Ross, DENR Secretary

Non-Disclosure Agreement
For
Third-Party Providers

The undersigned is a Third-Party Provider to the Ecosystem Enhancement Program (EEP) and is responsible for providing goods or services to EEP. The undersigned has read this agreement and agrees to comply fully with the following terms and conditions:

As a Third-Party Provider to EEP, I agree that signing this Non-Disclosure Agreement and fully complying with all the terms and conditions are requirements for performing work for EEP, and that such compliance is material to the performance of the contract between EEP and the Third-Party Provider.

Only public officials or their designees are authorized to determine whether a record is a public record or to release records to the public. A Third Party Provider is NOT authorized to determine whether a record is a public record or to release EEP records.

Because of the above restrictions on use of EEP information, I agree not to release any information that I access at EEP without proper authority or permission. I further agree not to discuss information obtained from the databases and not to use the databases except as authorized by management at EEP.

As a Third Party Provider, I acknowledge and agree that failure to comply with this non-disclosure agreement may be considered a material breach of the contract and may result in denial of access to information at EEP. I also agree to have a similar agreement executed by all individual employees of the Third Party Provider working on the contract.

This the \_\_\_ day of \_\_\_, 200\_.

Third-Party Corporate Name Printed

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Corporate Seal)



**State of North Carolina  
Department of Environment and Natural Resources  
Ecosystem Enhancement Program**

Michael F. Easley, Governor

William G. Ross, DENR Secretary

**Non-Disclosure Agreement  
For  
Employees of Third-Party Provider**

The undersigned is an employee of a Third-Party Provider to the Ecosystem Enhancement Program (EEP) that is responsible for providing goods or services to EEP. The undersigned has read this agreement and agrees to comply fully with the following terms and conditions:

As an employee of a Third-Party Provider to EEP, I agree that signing this Non-Disclosure Agreement and fully complying with all the terms and conditions are requirements for performing work for EEP, and that such compliance is material to the performance of the contract between EEP and the Third-Party Provider.

Only public officials or their designees are authorized to determine whether a record is a public record or to release records to the public. Employees of a Third Party Provider are NOT authorized to determine whether a record is a public record or to release EEP records.

Because of the above restrictions on use of EEP information, I agree not to release any information that I obtain at EEP without proper authority or permission. I further agree not to discuss information obtained from the databases and not to use the databases except as authorized by management at EEP.

As an employee of a Third Party Provider, I acknowledge that failure to comply with this non-disclosure agreement may be considered a material breach of the contract and may result in denial of access to information at EEP as well as the pursuit of legal action to recover damages resulting from the breach of contract.

This the \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Third-Party Provider Name Printed

\_\_\_\_\_  
Signature of Employee of Third-Party Provider

\_\_\_\_\_  
Printed Name of Employee