

<b>Department/Agency</b>	<b>NCDPS/Geodetic Survey</b>	
<b>Project name</b>	<b>County/State Boundary Surveys: Southeast and Piedmont North Carolina</b>	
<b>Design Services</b>	<b>Professional Land Surveying</b>	
<b>Scope</b>	<b>Perform county/state boundary surveys</b>	
<b>Contact</b>	<b>Gary W. Thompson</b>	
<b>Telephone</b>	<b>(919) 948-7844</b>	
<b>Email</b>	<b>gary.thompson@ncdps.gov</b>	
<b>Total project budget</b>	<b>\$25,000</b>	
<b>Source of funds</b>	<b>State funds</b>	
<b>Approved OC-25 #(s)</b>	<b>N/A</b>	
<b>Publish date</b>	<b>12/19/2013</b>	
<b>Closing date</b>	<b>01/23/2014</b>	
<b>Submit THREE (3) copies of Letter of Interest and SF-254</b> ( <a href="http://www.nc-sco.com/documents/forms/sf254-word.doc">http://www.nc-sco.com/documents/forms/sf254-word.doc</a> ):	<b>Mailing address:</b>	<b>Building (shipping) address:</b>
	Attn: Gary W. Thompson, PLS North Carolina Geodetic Survey 4298 Mail Service Center Raleigh, NC 27699-4298	Attn: Gary W. Thompson, PLS North Carolina Geodetic Survey NC National Guard/Bowers Bldng 4105 Reedy Creek Rd Raleigh, NC 27607
<b>NC licensing statement</b>	<p>In order to offer architectural, engineering, surveying or landscape architectural services in response to this solicitation, the proposing firm must be properly licensed to practice Architecture, Engineering, Surveying or Landscape Architecture in the State of North Carolina. More information on the North Carolina state boards may be found at the following websites:</p> <ul style="list-style-type: none"> <li>• <a href="http://www.ncbarch.org">NC Board of Architecture</a>: (<a href="http://www.ncbarch.org">http://www.ncbarch.org</a>)</li> <li>• <a href="http://www.ncbels.org">NC Board of Examiners for Engineers &amp; Surveyors</a>: (<a href="http://www.ncbels.org">http://www.ncbels.org</a>)</li> <li>• <a href="http://www.ncbola.org">NC Board of Landscape Architects</a>: (<a href="http://www.ncbola.org">http://www.ncbola.org</a>)</li> </ul>	
<b><u>SELECTING CRITERIA</u></b>		
<p>In selecting designers, the selection committee should take into consideration qualification information including such factors as:</p> <ol style="list-style-type: none"> <li>1. Specialized or appropriate expertise in the type of project.</li> <li>2. Past performance on similar projects.</li> <li>3. Adequate staff and proposed design or consultant team for the project.</li> <li>4. Current workload and State projects awarded.</li> <li>5. Proposed design approach for the project including design team and consultants.</li> <li>6. Recent experience with project costs and schedules.</li> <li>7. Construction administration capabilities.</li> <li>8. Proximity to and familiarity with the area where the project is located.</li> <li>9. Record of successfully completed projects without major legal or technical problems.</li> <li>10. Other factors which may be appropriate for the project.</li> </ol>		
<b><u>SUBMITTAL CRITERIA</u></b>		
<p>Please submit THREE (3) copies of current <a href="#">SF254 Form</a> with the required letters of interest and the information package. In the interest of costs-savings to the designers, consistency of the submittals and more efficient use of time by the pre-selection committee, the submitted information package should not include any notebooks, binders, tab, clips, etc. The format should be 8-1/2" x 11" pages stapled in the upper left-hand corner. The package length should not exceed sixteen (16) pages plus the SF 254 Form.</p>		

**STATE OF NORTH CAROLINA  
REQUEST FOR QUALIFICATION  
NORTH CAROLINA GEODETIC SURVEY**

**RFQ# 295-01-2014**

TITLE: County/State Boundary Surveys: Southeast and Piedmont North Carolina

ISSUING AGENCY: North Carolina Geodetic Survey (GTM-NCGS)

ISSUE DATE: December 19, 2013

ISSUING AGENCY: State of North Carolina  
North Carolina Department of Public Safety  
North Carolina Division of Emergency Management  
North Carolina Geospatial and Technology Management Office  
North Carolina Geodetic Survey (GTM-NCGS)

**Mailing address:**

Attn: Gary W. Thompson, PLS  
North Carolina Geodetic Survey  
4298 Mail Service Center  
Raleigh, NC 27699-4298

**Building (shipping) address:**

Attn: Gary W. Thompson, PLS  
North Carolina Geodetic Survey  
NC National Guard / Bowers Bldg  
4105 Reedy Creek Rd.  
Raleigh, NC 27607

Sealed proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Thursday, January 23, 2014** for furnishing services described herein.

Send all qualification submittals directly to the ISSUING AGENCY, the North Carolina Geodetic Survey, using either the mailing address for U.S. Post Service (USPS) submitted proposals or the building (shipping) address for private delivery (e.g. FedEx, DHL, or UPS) submitted proposals.

**IMPORTANT NOTE:** On the front of each sealed proposal envelope or package, clearly print the following information on a label below your firm's return address:

1. **Firm's name:** \_\_\_\_\_
2. **Proposal type:** Technical Qualifications Proposal
3. **RFQ number:** 295-01-2014
4. **Due date:** January 23, 2014

**STATE INTERFACES:**

**Contract Administrator**

Gary W. Thompson, PLS  
Tele: (919) 948-7844  
Fax: (919) 733-4407  
Email: [gary.thompson@ncdps.gov](mailto:gary.thompson@ncdps.gov)

**Technical Administrator**

Dennis Lee, PLS  
Tele: (919) 948-7841  
Fax: (919) 733-4407  
Email: [Ldennislee@ncdps.gov](mailto:Ldennislee@ncdps.gov)

(Note: His email begins with the letter "L" as in "Lloyd" not the number "1".)

**QUESTIONS:** Potential contractors may submit questions concerning this RFQ up to **January 9, 2014** and receive an answer from the Technical Administrator, Mr. Dennis Lee, for this RFQ within five (5) business days via email using the following:

- Email address: [Ldennislee@ncdps.gov](mailto:Ldennislee@ncdps.gov)
- Subject line: SE&P NC BNDRY RFQ: [Summary of your question]  
e.g. SE&P NC BNDRY RFQ: Are the NAD83/2011 coordinates to be in USFT or meters?

The Technical Administrator will summarize each submitted question and its respective answer and then post them (without identifying the questioner) by **January 16, 2014** on the State Purchase and Contract website (<http://www.pandc.nc.gov/index.htm>) as an addendum to this RFQ.

## 1. INTRODUCTION

The North Carolina Geodetic Survey (GTM-NCGS) intends to award multiple Qualified Based Selection (QBS) contracts to private surveying firms (henceforth referred to as the “Surveyor”) for the purpose of performing county/state boundary surveys utilizing Global Positioning System (GPS) and traditional survey methods on projects located in the Southeast and Piedmont areas of the state.

The work will consist of performing the steps required by GTM-NCGS and [North Carolina § 153A-18](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-18.html) ([http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_153A/GS\\_153A-18.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-18.html)).

The method of payment for these projects will be a negotiated total cost for each work assignment.

The private surveyor performing the work and in responsible charge of the work must be a Professional Land Surveyor (PLS) in the State of North Carolina. Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and, if required, with the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS). Any firm proposing to use corporate subsidiaries must include a statement that these companies are properly registered with NCBELS and the Secretary of State. It will be the responsibility of the prime firm to verify the registration of any corporate subsidiary prior to submitting a Letter of Qualifications (LOQ). The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of sufficient Professional Liability Insurance coverage as determined by GTM-NCGS. The firm(s) must have an adequate accounting system to identify costs chargeable to the project. The scope of work for these particular contracts are county/state boundary survey specific, and thus subcontracting of this phase of work will not be allowed.

GTM-NCGS will specify the scope of work in county/state boundary segments and on an as-needed basis. The types of surveying and mapping work and the degree of assistance required may vary from project to project. The project(s) may involve either:

- A recovery and refurbishment of various record marks of an existing or obliterated county/state boundary
- A retracement of an original county/state boundary survey
- A first survey of a protracted county/state boundary
- An original survey of newly positioned county/state boundaries as jointly agreed to by the counties involved
- Any combination of these and other to-be-specified surveying and mapping activities involving ambiguous or uncertain county/state boundaries

Copies of various county/state boundary documents and work products are available from the GTM-NCGS website ([www.ncgs.state.nc.us](http://www.ncgs.state.nc.us)).

[North Carolina § 153A-18](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-18.html) ([http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_153A/GS\\_153A-18.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-18.html)) provides the legal guidance for performing the surveys. Field work is contracted to private sector Professional Surveying firms that are selected by the procedures included in [North Carolina § 143-64.31](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-64.31.html) ([http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-64.31.html](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-64.31.html)).

## 2. Standards and specifications

All surveying and mapping work will be done in accordance with the applicable GTM-NCGS standards and specifications; current GTM-NCGS survey manuals, guides, and approved references; NC General Statutes; and NC Board of Examiners for Engineers and Surveyors rules and regulations. All surveys using Global Positioning System (GPS) methods and equipment will comply with the 5-cm requirement [i.e. surveys will meet or exceed 5-centimeter (0.050 meters) accuracy standards and specifications at 95% confidence] in Table 2.1 of the Federal Geographic Data Committee (FGDC) standard ([FGDC-STD-007.2-1998](#)), “*Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks*” (<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2>). All surveys using traditional methods and equipment, such as, electronic total stations (ETS), will meet or exceed [NCBELS rule 21-56.1603](#) “*Classification of Boundary Surveys: (2) Urban Land Surveys (Class A)*” standards:

<http://reports.oah.state.nc.us/ncac/title%2021%20-%20occupational%20licensing%20boards%20and%20commissions/chapter%2056%20-%20engineers%20and%20surveyors/21%20ncac%2056%20.1603.html>

All survey work will be tied to the North Carolina State Plane Coordinate Systems and placed on the North American Datum of 1983(2011) [NAD 83(2011)].

Each lost corner will be reset using methods outlined in the 1974 dated U.S. Department of Interior, Bureau of Land Management (BLM) booklet titled, “*Restoration of lost or obliterated corners and subdivision of section*”:

[http://www.blm.gov/pgdata/etc/medialib/blm/ak/aktest/cadastral.Par.86851.File.dat/lost\\_oblit.pdf](http://www.blm.gov/pgdata/etc/medialib/blm/ak/aktest/cadastral.Par.86851.File.dat/lost_oblit.pdf)

### **3. Scope of work**

#### **3.1. Survey methods & monument locations**

Whenever practical, GPS equipment and methods will be the equipment and methods of choice for positioning the various county/state boundary corners, marks, and survey evidence. Monuments will be set at designated road crossings, transportation and utility corridors, significant landmarks and features, and at other locations, as specified by GTM-NCGS, using GPS or ETS equipment and methods.

#### **3.2. Tasks and types of work**

Types of work will include, but are not restricted to:

1. Landowner notification
2. Record and field research and parcel assembly
3. Recovering, refurbishing, and positioning existing or obliterated county/state boundary monuments
4. Reestablishing lost county/state boundary monuments per the original survey
5. Running record ties to private, adjacent land corners
6. Running and monumenting secondary control surveys from the county/state boundary to nearby GTM-NCGS primary geodetic control
7. Documenting completely, accurately, and concisely all survey tasks using appropriate work products, to include, corner/mark record certificates, sets of corner/mark photographs, a recordable plat of survey, a legal description, and a complete narrative report of survey

Complete, accurate, concise, and clear documentation will be required for all types of work. Personnel from GTM-NCGS may perform some of the records and field research for this project and will furnish the selected private surveying firm a copy of the results of this research. The Surveyor shall keep in mind that most of the work will be setting the county/state boundary as per the original survey. GTM-NCGS does not know how many corners will require refurbishing. GTM-NCGS will provide alignment directions, angle point coordinates, and primary geodetic control in the area of the project. Pairs of geodetic control monuments will be available at selected intervals not to exceed five (5) miles along the county/state boundary and, where traversing is required, within 2,000 feet of the county/state boundary for use by the contractor.

#### **3.3. Landowner and utility locator notification**

The Surveyor will notify in writing and solicit the cooperation of all landowners of record at the various end points, angle points, points on line, and all other designated points along the county/state boundary and within the project area as designated by GTM-NCGS. The Surveyor will notify lessees and other interested parties, such as, hunt clubs, of its intent to perform a resurvey of the county/state boundary and solicit their cooperation. The Surveyor is responsible for securing all rights of entry and access prior to entering upon private land or non State owned land. GTM-NCGS may facilitate and assist with this task. The Surveyor shall compile and furnish GTM-NCGS a list detailing each landowner's street address, mailing address (if different from the street address), telephone number(s), entry/access information, and evidence of having contacted and/or notified the landowner. Prior to working along traveled roadways, right of ways, or setting or refurbishing monuments, the Surveyor is responsible for notifying the proper authorities and the underground utility locator firms.

### 3.4. Research and parcel assembly

When so requested by GTM-NCGS, the Surveyor shall thoroughly and completely research and verify the boundaries of the county/state boundary in the project area. GTM-NCGS may facilitate and assist with this task. The Surveyor shall obtain the current address and copy of the last deed of record, plat, and/or map for each adjoining property owner at end, angle, and other designated points along the various portions of a county/state boundary.

### 3.5. Monuments

All monuments will be set so as to be permanent, identifiable, stable, secure, and accessible. Except as specified herein, the Surveyor should use his/her professional judgment in deciding which type of mark to use for the particular conditions encountered along the county boundary. The type of monument should be appropriate to the terrain/conditions and will be selected from the following:

1. Feno (or equivalent) drive-in spike survey mark with metal disk
2. Poured in place reinforced concrete with metal disk
3. Precast reinforced concrete with metal disk
4. Metal disk set with Drylok (or equivalent) anchoring cement in ledge rock or other stable material
5. Other monument types, as approved in writing by GTM-NCGS

Each disk will be round, 3 inches ( $\pm 0.5$  inch) in diameter, have a 3-inch stem, and be made of bronze, brass, aluminum, or stainless steel. Monuments set at road crossings must be one of the approved five types (see list above). Magnet sets consisting of five (5) ferro-magnets and/or an underground monument will be required at designated locations, such as, those vulnerable to vandalism or destruction.

Each disk will be stamped as follows:

- “A county/state boundary mark” and “Do not disturb” on the outer circle of the disk
- A unique station name or number, the year set, and the setter’s PLS number
- A precise point or “ $\Delta$ ” mark in or near the center of the disk

Secondary control marks and azimuth marks to county/state boundary marks may be either:

- One of the approved five types (see list above)  
~ or ~
- Reinforcing iron or steel bar (rebar dimensioned 5/8” minimum diameter by 24” long) with 1-2.5” diameter, durable, plastic or metal caps, or the equivalent

Wherever feasible, each monument or capped rebar will be set with its top at least 2.5” below ground in areas that are not plowed or at least 18” below ground in cultivated fields (i.e. to be below the plow depth). Monument accessories (e.g. magnet sets, witness posts, or reference tags and signs) will be required wherever appropriate and as designated by GTM-NCGS. GTM-NCGS, at its option, may provide the Surveyor with the necessary witness posts, reference tags, and signage. The Surveyor will provide the approved type marks and monuments; all materials and supplies (e.g. Portland cement concrete, anchoring cement, fence posts, and sign securing hardware); and all the various other services and equipment necessary to properly install all monuments, accessories, and signage. **All monument types must be approved prior to setting by GTM-NCGS.**

### **3.6. Line clearing**

In order to minimize the boundary survey's environmental impact, line clearing will be kept to an absolute minimum. In any event, only underbrush and seedling-sized trees with a stem diameter at breast height (DBH) (i.e. ~4.5 feet above the average ground) of less than 2" may be cut without the express written permission of the landowner. The remaining stump of any tree cut will project no more than 1 foot above the ground. Do not cut or damage any plantings, cultivated crops, or fruit/nut/ornamental trees without the express written permission of the landowner.

### **3.7. Boundary marking**

The county/state boundary itself will not be run normally on the ground, marked, or made highly visible. All signage will be located approximately five feet above the ground. Marking at county/state boundary marks will consist of a uniform and consistent pattern of painting, signage, line posts or markers, or any combination thereof. All boundary marking must be approved in advance by GTM-NCGS.

### **3.8. Exceptions to boundary marking**

There may be occasions when portions of the county/state boundary will not be marked, in which case no pay item is provided. However, in instances where the affected counties or states requires these lines to be surveyed and platted, payment will be provided for only the work specified. These instances will be specifically designated in writing by GTM-NCGS to the Surveyor. There may also be occasions where the county/state boundary resurvey is performed on non-contiguous boundary sections, and the State requires these sections to be tied together. These tie lines will be a pay item. In instances where the State determines that these sections of county/state boundary are not to be tied together, no pay item will be provided.

### **3.9. Changes to the county boundaries**

Because of official changes or alterations to the county boundaries that have been authorized by the respective County Boards of Commissioners or their designated representatives, it may be necessary to make adjustments to previously established boundaries. In these instances, the Surveyor will perform an independent resurvey. In other words, monuments, signage, and corner/line markings (if applicable) that were originally installed, must be removed and the affected corners and lines completely erased according to written instructions from GTM-NCGS. This work will be done in conjunction with a new resurvey of the county boundary, but in a different location.

### **3.10. Schedule**

The Surveyor will furnish the Technical Administrator (Mr. Dennis Lee) with the following information (details described in section **3.16. Deliverables**):

- A firm, written schedule of work that includes the following: dates, times, locations, and planned activity(ies). All work schedules and time lines will be emailed at least five (5) business days prior to beginning any project or any particular phase of a project.
- Weekly progress reports. Required only if the entire project is expected to extend over thirty (30) days.

### **3.11. Field work, supervision, and field notes**

The State requires that the Surveyor have immediately available to perform under this RFQ a minimum of one, full (2-4 persons), field survey crew. Each crew will be equipped, as required for each daily task, with fully operational and calibrated GPS equipment and/or electronic total stations, search and recovery tools, monumentation tools, safety equipment, and all related and necessary surveying field equipment and supplies.

All field work/surveys will be under the direct supervision of a land surveyor holding a valid North Carolina PLS license (<http://www.ncbels.org/surveyors.html>). At least one land surveyor who is licensed in North Carolina shall directly supervise each survey crew. Exceptions, if any, must be approved in advance and in writing by GTM-NCGS. This surveyor will maintain field books/notes on each portion of the county/state boundary to include a simple diary of the daily progress of the project with the following normal daily entries:

- Local weather conditions
- Crew
- Instrumentation utilized
- Activities performed
- Persons met or contacted
- Any other pertinent peculiarities

For those days in which the weather is too bad for field work, said entry will so state, and give the reason(s) why. In order to warrant an extension due to an abnormal loss of work days because of inclement weather, the Surveyor will provide GTM-NCGS a copy of each page of the field notes along with a written request for an extension.

For those days in which no field work is undertaken, an entry shall also be included in the field book stating why. Valid reasons for a no-field-work-performed entry include courthouse research, computations/drafting, working on another project, or holiday. This surveyor will sign and seal the report of survey describing the work that was performed.

### 3.12. State interfaces

#### **Contract Administrator**

Gary W. Thompson, PLS  
North Carolina Geodetic Survey  
4298 Mail Service Center  
Raleigh, NC 27699-4298  
Tele: (919) 948-7844  
Fax: (919) 733-4407  
Email: gary.thompson@ncdps.gov

#### **Technical Administrator**

Dennis Lee, PLS  
North Carolina Geodetic Survey  
4298 Mail Service Center  
Raleigh, NC 27699-4298  
Tele: (919) 948-7841  
Fax: (919) 733-4407  
Email: Ldennislee@ncdps.gov

### 3.13. Monitoring and evaluation of work

The Contract Administrator's responsibilities shall include ensuring that the work being pursued is complete, accurate, and consistent with the terms and conditions of the proposal and contract. As necessary, the Contract Administrator will do the following tasks:

- Schedule and attend progress meetings
- Monitor discussions and conditions leading to contract modifications
- Visit the project and/or the firm's offices on a frequency that is commensurate with the magnitude, complexity, and type of work
- Assure that costs billed are consistent with the acceptability and progress of the firm's work

In addition, the Contract Administrator shall prepare written interim and/or final performance evaluation reports for all contracts, except those awarded contracts of \$10,000 or less. These reports should include, but not be limited to, an evaluation of such items as the quality of work, timely completion of the work, and conformance with established policy.

Copies of the interim and/or final report(s) will be sent to the firm for its review and/or comments immediately following the appropriate milestone or completion of the contract. Any written comments submitted to the Contract Administrator by the firm shall be attached to the final evaluation report.

### 3.14. Recordation of plats of surveys

Upon completion of all work defined in the individual project **Contract Documents - Scope of Work** to the satisfaction of the Contract Administrator/GTM-NCGS, the Surveyor will provide GTM-NCGS sufficient plats for recordation in all affected counties, the Secretary of State's office, and the GTM-NCGS office.

The work to be performed under this RFQ will be concluded and the State will issue the final payment to the Surveyor upon receipt by GTM-NCGS of the following documents from the Surveyor:

- All Deliverables defined in the **Contract Documents - Scope of Work**
- Final invoice
- Completed and executed **Release of Claims** form

### 3.15. Milestones

- **Phase I:**
  - Evidence gathering
  - Landowner notification
  - Research and analysis of existing records
  - Field search and evidence recovery
  
- **Phase II:**
  - Mark reconnaissance
  - Mark recovery
  - Mark referencing
  
- **Phase III:**
  - Field surveys
  - Document and digital file production
  - Report of survey
  - Other required surveying and mapping documents, files, and/or products

### 3.16. Deliverables

The Surveyor shall furnish GTM-NCGS on archival media and in both hard copy and digital formats, any or all of the following survey products as specified and requested by GTM-NCGS. In addition, GTM-NCGS will specify the digital format for all deliverables.

- **Work schedules**
  - Emailed to the Technical Administrator, Mr. Dennis Lee ([Ldennislee@ncdps.gov](mailto:Ldennislee@ncdps.gov)), at least five (5) business days prior to beginning any project or any particular phase of a project.
  - Subject heading format: “SE&P NC BNDRY: Work schedule [start MM/DD – end MM/DD] from [Firm name]”  
Ex. SE&P NC BNDRY: Work schedule (06/02 – 06/29) from XYZ Surveyors, Inc.
  - Message content: Work schedule.
  
- **Weekly project status reports**
  - Emailed to the Technical Administrator, Mr. Dennis Lee ([Ldennislee@ncdps.gov](mailto:Ldennislee@ncdps.gov)), by 5:00 pm on the following Monday.
  - Subject heading format: “SE&P NC BNDRY: Weekly report [start MM/DD – end MM/DD] from [Firm name]”  
Ex. SE&P NC BNDRY: Weekly report (05/26 – 06/01) from XYZ Surveyors, Inc.
  - Message content: Brief summary of the project’s status and the week’s activities.
  
- **Landowner information data, notification documentation, contact list, and parcel assembly sheet(s)**

### 3.16. Deliverables (continued)

- **Recovery and field notes for all:**

- Original record marks and corners
- Written, oral, or physical survey or possession evidence found
- A GPS visibility chart for each county boundary monument found
- Written, oral, or physical survey or possession evidence searched for, but not found

One (1) set.

Note: This set of deliverables will be included as an addendum to the report of survey.

- **Data sheets**

Certified county/state boundary mark/corner data sheets for each mark/corner as specified by GTM-NCGS. Data sheets will show the following:

- Horizontal coordinates [NC SPCS in USFT and on NAD83/2011] for each mark/corner
- Tax map and ownership information
- Certification with date, signature, and seal
- To reach statements
- Record descriptions and found information regarding existing marks
- Complete descriptions for all new or refurbished marks and references

Three (3) originals.

Note: One original set will be included as an addendum to the report of survey.

- **Photographs**

Annotated sets [normally, five (5) photos per set] of \*high resolution, color photos from either a 3+ megapixel digital camera or an f/2.8 or better 35mm SLR analog camera for all of the following:

- As-found, county boundary corner and accessory evidence
- Refurbished county/state boundary marks
- New, Type 1, 2, 3, 4, or 5 (please peruse section “**3.5. Monuments**”), secondary control marks, and boundary corners (end and angle corners and points on line)

\*High resolution means having the capability to resolve clearly and unambiguously with the naked eye and normal (20/20) vision such details as the cap stamping with 3/16 inch tall letters and numbers, the mark itself, and the mark’s relationship to various features and objects in the immediate vicinity

One (1) original, annotated, initialed, and dated paper set on archival paper and one (1) digital copy.

Note: These photographs will be included as an addendum to the report of survey.

- **Signed and sealed complete and accurate report of work performed.**

One (1) original.

### **3.17. Environmental or regulatory constraints**

The Surveyor will comply with all applicable Federal (including OSHA) and State laws, rules, and regulations regarding environmental, safety, and other regulatory constraints.

All survey work will be performed in a manner consistent with the natural environment of the area. It is the State's intent to have this work completed without permanently harming or drastically altering the natural conditions along the boundary that existed prior to resurvey.

### **3.18. Contractors**

GTM-NCGS reserves the right to utilize multiple contractors. It is anticipated that each selected firm will be assigned similar workloads.

### **3.19. Request for Qualification active time period**

Firms that are determined to be qualified to perform work described under this RFQ will be eligible to contract with GTM-NCGS for a period of two (2) years.

### **3.20. Payments, payment schedule, and travel cost**

The method of compensation will be a negotiated total cost for each work assignment per this agreement.

GTM-NCGS will not grant final approval on any project until:

- All specified work is completed, inspected and accepted by GTM-NCGS per GTM-NCGS technical standards and specifications
- All survey and mapping products are delivered, reviewed, and accepted by GTM-NCGS per GTM-NCGS technical standards and specifications. The State, at its option and upon receipt of written invoice for any particular phase of a work assignment, may make partial payments to the Surveyor, but only for work completed, inspected, and accepted by the State's Contract Administrator, namely, GTM-NCGS.

Travel reimbursement shall not exceed the current in-state travel and per diem rates for state employees without the prior written approval of the State's Contract Administrator, GTM-NCGS. Normally, distances will be computed as one round trip per week from the Contractor's nearest office to the centroid of the job project area. Travel within the job project area will be included in the per task cost.

### **3.16. Evaluation criteria**

The evaluation of each firm's LOQ will be based on the following considerations and their respective weights:

- Cover Letter (5%)
- Proposal Narrative (80%)
- Supportive Information (15%)
- Financial Disclosure Statement(s)
- Addenda Acknowledgements (signed)

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm would be selected to provide services.

1. Request for Qualifications (RFQ) is issued.
2. Proposals in one original and two copies will be received from each offeror. Each original shall be signed and dated by the firm's officer who is authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency before the due date and time (specified on the cover sheet of this RFQ).
4. At the due date and time, the proposal package from each responding firm will be publicly opened and the firm's name announced.
5. Qualification proposals will be evaluated.
6. The GTM-NCGS evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the GTM-NCGS evaluators are not required to request clarification. Therefore, each proposal should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, and ability of the responder and their staff. For specifics, please refer to the "**PROPOSAL REQUIREMENTS**" section, which begins on the next page. GTM-NCGS will initiate negotiations with the firms deemed to be best qualified for this project (please peruse an excerpt from [North Carolina § 143-64.31](#) at the bottom of this page). During these negotiations, GTM-NCGS will present the selected firms with their respective project requirement information. GTM-NCGS will then grant each selected firm a specified time to review their respective project requirements and submit a cost proposal that would be a fair and reasonable fee to the State. Please note that the award of contracts to certain offerors does not mean that the other proposals lacked merit. Rather, the selected proposals were deemed to provide the most qualified and suitable professional service with respect to all factors considered.
8. **Responders are cautioned that this RFQ is a request for qualifications only. It is not a request to contract. Therefore, the State reserves the unqualified right to reject any and all LOQs when such rejection is deemed to be in the best interest of the State.**

This procurement will be conducted under the provisions of [North Carolina § 143-64.31](#) ([www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-64.31.html](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-64.31.html)), which states:

*"It is the public policy of this State and all public subdivisions and Local Governmental Units thereof, except in cases of special emergency involving the health and safety of the people or their property, to announce all requirements for architectural, engineering, surveying and construction management at risk services, to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for these services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm."*

**PROPOSAL REQUIREMENTS**

**FORMAT FOR SUBMISSION of a County/State Boundary RFQ**

All proposals are limited to sixteen (16) pages inclusive of cover sheet and shall be typed using a font size 10 or larger on 8 ½" x 11" sheets, single spaced, one sided. In order to reduce costs and to facilitate recycling, the following items are prohibited: binders, dividers, tabs, etc. One staple in the upper left hand corner is preferred. Proposals containing more than sixteen (16) pages or are improperly formatted will not be considered. It is highly recommended that pages, sections, and paragraphs be numbered for easy reference.

Supporting information and exhibits:

- Shall be relevant, referred to in the proposal, of minimal bulk, clearly identified, and neatly packaged, but not stapled to the proposal
- Does not count as part of the 16-page proposal limit
- Required components (explained in detail in Section III):
  - Evidence of the firm’s ability to perform county/state boundary surveys (e.g. plat of survey, control data sheets, and table of contents from a report of survey)
  - The following sections from the firm’s written and current standard operations procedures manual for field personnel: 1). Table of contents 2). Chapter on field safety

The proposal shall be ordered as follows:

Order	Item	Number of pages allowed	Evaluation weighting (%)
1	Introductory cover letter	1	5 %
2	Proposal narrative	15	80 %
3	*Supporting information and exhibits	*	15 %
4	#Financial disclosure statement(s)	#	Required
5	#Addenda acknowledgements (signed)	#	Required

\*Although the “Supporting information and exhibits” section is not counted toward the sixteen (16) page limit, it should still be concise.

#These sections are not counted toward the sixteen (16) page limit.

Private surveying firms shall have proposals for furnishing the survey services to the Contract Administrator (Mr. Gary W. Thompson) by **2:00 p.m., Thursday, January 23, 2014**. Proposals received after this deadline will not be considered. One (1) signed, original LOQ and two (2) complete copies are required. Firms submitting fewer copies will not be considered.

**Mailing address:**

Attn: Gary W. Thompson, PLS  
 North Carolina Geodetic Survey  
 4298 Mail Service Center  
 Raleigh, NC 27699-4298

**Building (shipping) address:**

Attn: Gary W. Thompson, PLS  
 North Carolina Geodetic Survey  
 NC National Guard / Bowers Bldg  
 4105 Reedy Creek Rd  
 Raleigh, NC 27607

GTM-NCGS will notify each selected firm and post a list of all the selected firms on the agency’s website (<http://www.ncgs.state.nc.us/>) by **Wednesday, February 5, 2014**. GTM-NCGS will not send out notifications to firms that were not selected nor post a list of those firms.

Any questions concerning the scope of work should be emailed to the Technical Administrator (Mr. Dennis Lee) using the following:

- Email address: [Ldennislee@ncdps.gov](mailto:Ldennislee@ncdps.gov) (Note: Email begins with the letter “L” as in “Lloyd” not the number “1”.)
- Subject line: SE&P NC BNDRY RFQ: [Summary of your question]  
 e.g. SE&P NC BNDRY RFQ: Are the NAD83/2011 coordinates to be in USFT or meters?

**Section I – Introductory cover letter (5%)**

The introductory letter should be addressed to the Contract Administrator (Mr. Gary W. Thompson). This letter is limited to one (1) page and will contain the following information:

- Positive expression of the firm's interest in the project.
- Listing of each affiliate, its contact info, and a description of any potential conflicts of interest (if none, then so state). This listing of affiliates shall include, but not be limited to:
  - Joint ventures
  - Subsidiaries
  - Parent company
  - Companies owned or controlled by the parent company or a mutual owner

Essentially, the State needs to determine if there could be a conflict of interest between the firm and any related company that could be involved in any manner, shape, or form in this project.

- Listing of any civil or criminal indictments, guilty pleas, or convictions of offenses involving the firm or any principal within the past 5 years.
- Statement regarding any possible conflict of interest on the part of the firm for this project.
- Employer ID Number (EIN), which used to be known as a Federal Tax Identification Number (FEID).
- Date of registration and registration number with the North Carolina Secretary of State's Office.
- Summation or overview of information contained in the firm's proposal.
- Firm's authorized officer, signature, date, firm name, address, telephone number, FAX number, and email address.
- Firm's project contact person, signature, date, firm name, address, telephone number, FAX number, and email address.

## **Section II - Proposal narrative (80%)**

The offering firm shall use this section to describe in documented narrative form of its ability to provide its clients (present and former) with “best value” service, which means:

- Offering and performing high quality surveying according to standards and specifications equal to or exceeding in all respects those being requested by GTM-NCGS for this particular RFQ.
- Conducting all contracted work and delivering all contracted work products in a timely manner, at a reasonable cost, and within budget.

This section is limited to fifteen (15) pages and shall include clear and convincing evidence either in the section itself or in the “Supportive information and exhibits” section to support all claims and statements:

### **1. PERSONNEL**

- A. Identify the firm’s current surveying and mapping personnel. Outline their academic or acquired knowledge, technical skills, and experience as relevant to this project. Include an organizational chart and a capacity chart showing available and projected office and field staffing for the duration of the project. List each PLS, Certified Survey Technician (CST), certified mapper, and survey technician by name, license number(s), state(s) of registration, and classification. Include a brief, relevant resume of each key team member enumerating the unique qualifications, relevant experience, and availability.
- B. For each of the firm’s offices, list the address, contact number, number of total employees, and number of employees who would be assigned to this project.

### **2. EQUIPMENT**

- A. List equipment (field and office) and licensed software that are available and would be designated for use on this project. Include the description (type, version number, and serial number), quantity, condition, and accessories.
- B. For all survey measuring equipment (GPS and leveling) to be used on the project, submit written evidence of recent calibrations that are traceable to the National Institute of Standards and Technology (NIST).

## **Section II - Proposal narrative (80%) (continued)**

### **3. METHODS**

- A. Outline the firm's methods of conducting a records and field search, analyzing and weighing survey evidence, and assimilating and assembling the survey and parcel information into a coherent and usable form.
- B. Discuss how the firm's staff utilizes surveying and mapping equipment (i.e. GPS, leveling, etc) to perform the required kinds of surveys to the required standards and specifications.
- C. Describe the firm's field safety and emergency plan(s) for a field crew member who has a life threatening anaphylactic reaction to an insect sting while working in a rural wooded area 0.5 miles from a paved road.
- D. Outline the firm's project approach and quality assurance measures.
- E. Describe the firm's innovative methods (i.e. cost and/or time saving), which satisfy recognized survey standards and specifications as well as with this project's requirements, that it would request using on this project.

### **4. PRODUCTS**

Describe the firm's capability to produce the required survey and mapping products in both digital and hardcopy formats. Include up to three (3) recent (within the past 5 years), appropriate examples in this section or in the "**Supporting information and exhibits**" section. For each project, list or state the following:

- Client's name (company, agency, municipality, or individual)
- Location, dates, and geographic size
- Name, title, and current telephone number of the contact person(s) in the client's organization
- Types of survey work performed
- Survey standards and specifications met or exceeded
- Surveying and mapping products produced
- Whether the project was completed on time and within budget

### **5. INDEX**

The last page (page 15) of the proposal narrative shall consist of an index to the "**Supporting Information and Exhibits**" packet.

### **Section III - Supportive information (15%)**

This section is not counted toward the sixteen (16) page limit and shall contain the following information:

1. Copy of the table of contents of the firm's written and current standard operations procedures manual for the field personnel and a copy of the chapter on safety in the field. If the firm does not have such documents, then so state.
2. Written or graphical evidence of the firm's ability to perform a geodetic control survey that meets or exceeds the accuracy of the following standards:
  - Vertical GPS surveys will comply with the 5-cm Local Network requirements in Table 1 of [NOAA Technical Memorandum NOS NGS-58, "Guidelines for Establishing GPS-Derived Ellipsoid Heights \(Standards: 2-cm and 5-cm\)"](http://www.ngs.noaa.gov:80/PUBS_LIB/NGS-58.html) ([http://www.ngs.noaa.gov:80/PUBS\\_LIB/NGS-58.html](http://www.ngs.noaa.gov:80/PUBS_LIB/NGS-58.html)). Specifically, vertical positions will meet or exceed 5-centimeter (0.050 meters) accuracy standards and specifications at the 95% confidence level.
  - Horizontal GPS surveys will comply with the 5-cm requirement in Table 2.1 of the Federal Geographic Data Committee (FGDC) standard ([FGDC-STD-007.2-1998](http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2)), ["Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks"](http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2) (<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2>). Specifically, surveys will meet or exceed 5-centimeter (0.050 meters) accuracy standards and specifications at the 95% confidence level.
3. Written or graphical evidence of the firm's ability to perform traditional control surveys, including trigonometric leveling, that meets or exceeds the accuracy of the following standards:
  - Traditional vertical surveys using such equipment as, electronic levels and traditional optical levels, will conform with the Federal Geodetic Control Subcommittee (FCCS) ["FGCS Specifications and Procedures to Incorporate Electronic Digital/Bar-Code Leveling Systems"](http://www.ngs.noaa.gov/FGCS/tech_pub/Fgcsvert.v41.specs.pdf) ([http://www.ngs.noaa.gov/FGCS/tech\\_pub/Fgcsvert.v41.specs.pdf](http://www.ngs.noaa.gov/FGCS/tech_pub/Fgcsvert.v41.specs.pdf)). Specifically, surveys will meet or exceed Third (3rd) order specifications. Further, surveys (vertical positions) using trigonometric leveling techniques will conform to GTM-NCGS field procedures for obtaining heights using trigonometric techniques.
  - Traditional horizontal surveys using equipment, such as, electronic total stations (ETS), will conform with [21-56.1603 Classification of Boundary Surveys \(3\) Suburban Land Surveys \(Class B\)](http://www.ncbels.org/CHAPTER21.pdf) (<http://www.ncbels.org/CHAPTER21.pdf>). More specifically, the horizontal control points and property corners of horizontal surveys will meet or exceed 0.12 feet (0.037 m) positional accuracy at 95% confidence level, relative to higher order horizontal control tied to and referenced on the survey.

### **Section IV – Financial disclosure statement (Required)**

This section is not counted toward the sixteen (16) page limit and shall contain the firm's most recent audited financial statement or similar evidence of financial stability.

**Section V - Addenda acknowledgements (signed) (Required)**

This section is not counted toward the sixteen (16) page limit and shall contain the following addenda acknowledgements (signed):

1. **Certification Regarding Lobbying**
2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**
3. **[SF254 Architect-Engineer and Related Services Questionnaire](http://www.nc-sco.com/documents/forms/sf254-word.doc)** (<http://www.nc-sco.com/documents/forms/sf254-word.doc>)
4. **Execution of Letter of Qualifications (RFQ # 295-01-2014)**

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

### 1. Exceptions:

None.

- All proposals are subject to the terms and conditions outlined herein.
- All responses shall be controlled by such terms and conditions.
- The submission of other terms and conditions, price lists, catalogs, and/or other documents that are part of an offeror's response will be waived and have no effect either on this Request for Qualifications or on any contract that may be awarded resulting from this solicitation.
- Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

### 2. Competitive offer:

Pursuant to the requirement of [North Carolina General Statute 143-54](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-54.html) ([http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-54.html](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-54.html)), and under penalty of perjury (Class I felony), the signer of any proposal submitted in response to this RFQ thereby certifies that the proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

### 3. Oral explanations:

The State shall not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

### 4. Reference to other data:

Do not reference information that was submitted in a proposal package for a previous RFQ. The GTM-NCGS evaluators will evaluate only the information submitted for this RFQ. They will not evaluate any information submitted in a previous RFQ.

### 5. Elaborate proposals:

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

### 6. Cost for proposal preparation:

Any costs incurred in preparing or submitting proposals are the sole responsibility of each offeror. In other words, the State of North Carolina will not reimburse any offeror for any proposal costs.

### 7. Time for acceptance:

Each proposal shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the Contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

### 8. Titles:

Titles and headings in this RFQ and any subsequent Contract are for convenience only and shall have no binding force or effect.

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

(continued from the previous page)

### 9. Confidentiality of proposals:

By submitting a proposal, the offeror agrees not to discuss or otherwise reveal its proposal contents to any source (government or private) other than this RFQ's "using" or "issuing" agency (GTM-NCGS) until after the award of the Contract. The State may disqualify a noncompliant offeror from Contract award.

An offeror may request this RFQ's "issuing" agency (GTM-NCGS) to grant an exemption from this provision. Note: Only discussions authorized by the issuing agency are exempt from this provision.

### 10. Right to submitted material:

All responses, inquiries, or correspondence relating to or in reference to this RFQ, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by each offeror shall become the property of the State when received.

### 11. Offeror's representative:

Each offeror shall submit with its proposal contact information (e.g. name, address, email, and telephone number) of the person(s) with authority to bind the firm, answer questions, and provide clarification concerning the firm's proposal.

### 12. Historically underutilized businesses (HUBs):

Pursuant to [Executive Order #150](http://www.doa.nc.gov/hub/documents/eorder150.pdf) (<http://www.doa.nc.gov/hub/documents/eorder150.pdf>) and [North Carolina § 143-48](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-48.html) ([http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-48.html](http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-48.html)), the State invites and encourages participation in this procurement process by:

- Businesses owned by a minority, woman, and/or a person with a disability
- Disabled business enterprises (i.e. a non-profit work center for people who are either blind and/or have a disability)

### 13. Tabulations:

The Division of Purchase and Contract (P&C)/North Carolina Department of Administration has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations online from the following URL:

<https://www.ips.state.nc.us/ips/Default.aspx>

To find a bid:

1. Click on the "**Search by Bid Number**" link of the left side of the page or the [**Search Bid Number**] button on the top of the page.
2. Enter the RFQ number in the "**Bid Number**" field and then press the [**Search**] button.

If you have difficulty retrieving (downloading) the solicitation document or the document is incomplete, then click on the code or number listed in the bid's HELP field to obtain assistance. This action will bring up a new screen with contact information of a person who could help you retrieve the document.

### 14. Vendor registration:

The IPS [Vendor Link NC](http://www.ips.state.nc.us/ips/vendor/vndpubmain.asp) (<http://www.ips.state.nc.us/ips/vendor/vndpubmain.asp>) provides a free online registration form for vendors to receive:

- Email notification of procurement opportunities for goods and services
- Electronic purchase orders from the E-Procurement system

## General Terms and Conditions

**1. Type of contract:**

This is an Indefinite Delivery, Indefinite Quantity contract made and entered in to by and between the State of North Carolina (“State”), North Carolina Geodetic Survey (“GTM-NCGS”) and the selected Contractor (collectively referred to as the “Parties” or individually as the “Party”).

**2. Effective date and term of contract:**

The effective date of this contract shall be the last signature date the Contract is signed by GTM-NCGS and the Contractor. The initial term of the contract shall be one year from its effective date and may be renewed for three (3) additional one (1) year periods at the sole option and discretion of GTM-NCGS.

**3. Renewal of contract:**

GTM-NCGS may, in its sole discretion, renew this Contract for three (3) additional one-year terms under the same terms and conditions. Any such renewal(s) shall be in the form of a written amendment executed by GTM-NCGS and the Contractor as provided in section **15. Contract Amendments** below. If GTM-NCGS desires to renew this contract, either during the initial term or during a subsequent renewal term, GTM-NCGS shall give the Contractor written notice of its decision to renew at least one hundred and twenty (120) days prior to the expiration date of the term. The Contractor shall respond to GTM-NCGS’s notice of renewal within thirty (30) days after receipt thereof. The Contractor’s response shall indicate its acceptance or rejection of GTM-NCGS’s offer to renew.

**4. Contract amount:**

GTM-NCGS shall order work and services by Delivery Orders issued to the Contractor. The amounts payable under this Contract shall be based on a firm fixed price negotiated on a per Delivery Order basis as agreed to by the Parties. The amount payable on any Delivery Order shall not exceed the mutually agreed upon price for the specific Delivery Order.

**5. Payment for services:**

The Contractor shall submit invoices for prescribed milestones associated with specific Delivery Orders to GTM-NCGS itemizing the services actually performed in accordance with the agreed upon Delivery Order pricing. GTM-NCGS shall pay the appropriate invoice amount within thirty (30) days of receipt, subject to GTM-NCGS review and approval of the Delivery Order work satisfactorily performed. GTM-NCGS shall withhold five (5) percent (5%) from the amounts to be paid to the Contractor on each respective Delivery Order. The amount withheld shall be paid to the Contractor upon the Contractor’s satisfactory completion of the entire Delivery Order work. Delivery Orders agreed upon by the Parties shall be made a part of this Contract by written amendment as provided in section **15. Contract Amendments** below.

## General Terms and Conditions

(continued from the previous page)

### 6. Documents comprising the contract:

This contract shall include the following:

1. The GTM-NCGS RFQ (“RFQ # 295-01-2014” dated December 19, 2013), including the General Terms and Conditions set forth therein
2. The Contractor’s LOQ in response to this RFQ
3. Questions and answers regarding this RFQ
4. Any amendments to this contract entered into pursuant to section **15. Contract Amendments** below

Unless otherwise provided by law, all documents comprising this Contract are subject to [NC §132 “Public Records”](#) (<http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=132>). In the event of an inconsistency or conflict between or among the provisions of these Contract documents, the inconsistency shall be resolved by giving precedence in the following order:

1. Questions and answers regarding this RFQ
2. This RFQ
3. The Contractor’s LOQ in response to this RFQ
4. Any Amendments to this Contract entered into pursuant to section **15. Contract Amendments** below

### 7. Taxes:

The Contractor understands and agrees that the State and GTM-NCGS are exempt from federal excise taxes. GTM-NCGS will reimburse the Contractor for only applicable State and local sales taxes and no other taxes of any kind. Any applicable State and local sales taxes shall be invoiced to GTM-NCGS as a separate item pursuant to section **5. Payment for services** above.

### 8. Availability of funds:

Any and all payments to the Contractor under this contract shall be and are specifically dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to GTM-NCGS for the specific purposes set forth in this contract. If funds become unavailable to make payments under this Contract, the Contractor agrees to terminate all work hereunder and to relieve GTM-NCGS and the State from any further payment obligation under this Contract except for work or services satisfactorily performed prior to funds becoming unavailable.

### 9. State interfaces:

#### **Contract Administrator**

Gary W. Thompson, PLS  
North Carolina Geodetic Survey  
4298 Mail Service Center  
Raleigh, NC 27699-4298  
Tele: (919) 948-7844  
Fax: (919) 733-4407  
Email: gary.thompson@ncdps.gov

#### **Technical administrator**

Dennis Lee, PLS  
North Carolina Geodetic Survey  
4298 Mail Service Center  
Raleigh, NC 27699-4298  
Tele: (919) 948-7841  
Fax: (919) 733-4407  
Email: Ldennislee@ncdps.gov

**General Terms and Conditions**  
(continued from the previous page)

**10. Contractor Contract Administrator:**

Within five (5) business days after the execution of the contract, the selected Contractor shall designate its Contract Administrator giving name, address, telephone number, facsimile number and e-mail address.

**11. Notices:**

Any notice required or permitted under this contract shall be delivered to the other Party's Contract Administrator. Notice may be given to the Contract Administrator by:

- o Mail, first-class postage prepaid

~ or ~

- o Facsimile transmittal or by electronic mail with the original to follow by first-class mail

**12. Change of Contract Administrators:**

The Parties may change their Contract Administrator by giving the other party written notice as provided in section **11. Notices** above.

**13. Subcontractors:**

Other than the firms set forth in the Contractor's LOQ, the Contractor shall not subcontract any of the work or services to be performed under this contract without the express written approval of GTM-NCGS. At all times, the Contractor shall remain solely and fully responsible to GTM-NCGS for all work or services to be performed pursuant to this contract. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor.

**14. Independent contractor:**

The Contractor and any of its subcontractors, and their respective officers, directors, employees and agents, in the performance of this contract shall be and are independent contractors. It is further understood by the Parties that this contract shall not be construed as a partnership or joint venture between the Contractor and GTM-NCGS.

**15. Contract Amendments:**

This contract may be amended only in writing signed by duly authorized representatives of GTM-NCGS and the Contractor.

**General Terms and Conditions**  
(continued from the previous page)

**16. Assignment:**

No assignment of the Contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by GTM-NCGS, GTM-NCGS may:

- A. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor  
    ~ or ~
- B. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s)

In no event shall such approval and action obligate GTM-NCGS or the State to anyone other than the Contractor and the Contractor shall remain fully responsible for fulfillment of all contractual obligations.

**17. Forum and situs:**

The validity of this contract and any of its terms, conditions, provisions, or requirements, as well as the rights and duties of the Parties to this contract, shall be governed by the laws of the State of North Carolina. The Contractor agrees and submits, solely for matters relating to this contract, to the jurisdiction of the courts of the State of North Carolina and further agrees, solely for such purpose(s), that the venue for any legal proceedings shall be Wake County, North Carolina. The place of all contracts, transactions, agreements, 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 of this contract shall be determined.

**18. Equal employment opportunity:**

The Contractor agrees that it shall comply with all applicable laws relating to equal employment opportunity.

**19. General indemnity:**

The Contractor agrees to indemnify, defend and hold GTM-NCGS and the State, and their officers, directors, employees, and agents, harmless from any liability relating to personal injury or injury to real or personal property of any kind arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Contractor and any of its subcontractors and their officers, employees, and agents, in the performance of this contract. The foregoing indemnification and defense by the Contractor shall be conditioned on the following:

- A. GTM-NCGS shall give the Contractor written notice within twenty (20) business days after it has actual knowledge of any such claim(s) or action(s) filed, and
- B. The Contractor shall have the sole control of the defense of any such claims(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that GTM-NCGS or the State shall have the right and option to participate at their own expense in the defense of such claims(s) or actions(s) filed.

**General Terms and Conditions**  
(continued from the previous page)

**20. Remedies:**

The State and GTM-NCGS and the Contractor shall have and may exercise all remedies available to them at law and equity.

**21. Advertising/press release:**

The Contractor shall not publicly disseminate any information concerning this contract without prior written approval of the GTM-NCGS Contract Administrator.

**General Terms and Conditions**  
(continued from the previous page)

**22. Patent, copyright, trade secret and intellectual property protection:**

The work performed by the Contractor under this contract shall be work for hire. All deliverables including, but not limited to original data collected, manuals, documentation, information technology, software or any patentable or copyrightable material(s) developed, in whole or in part, by the Contractor or Contractor's subcontractors in the performance of this contract is and shall become the property of GTM-NCGS and shall not be the subject of an application for copyright or patent by or on behalf of the Contractor, its officers, employees, agents, assigns, or subcontractor(s). To the extent that pre-existing proprietary material(s) or software belonging to Contractor, its subcontractor(s), or third parties, are incorporated into the material(s) or software developed pursuant to this contract, GTM-NCGS and the State understand and agree that paid licenses may be required by the Contractor or subcontractor(s) in order to use the material(s) or operate the software. Provided, however, should the Contractor or subcontractors use their own proprietary software to produce deliverables under this contract, the Contractor and subcontractors agree to provide GTM-NCGS and the United States Government with a royalty-free, paid-up, perpetual, non-exclusive, non-transferable license necessary to access and manipulate deliverables including, but not limited to, data collected, manuals, documentation, data sheets, plats, land owner information, recovery sheets, photographs, report of survey, information technology, and software. The Contractor shall, at its own expense, defend any action brought against GTM-NCGS or the State to the extent that such action is based upon a claim that any deliverable supplied by the Contractor, or its subcontractors infringes a United States patent, or copyright, violates a third party's trade secret or violates any other law relating to intellectual property. The Contractor shall pay any costs and damages awarded against GTM-NCGS or the State in any such action. The foregoing defense and payment by the Contractor shall be conditioned on the following:

- A. GTM-NCGS shall give the Contractor written notice within twenty (20) business days after it has actual knowledge of any claims (s) or action(s) relating hereto; and
- B. The Contractor shall have the sole control of the defense of any action on such claim(s) and of all negotiations relating to settlement or compromise thereof, provided, however, that GTM-NCGS and the State shall have the right and option to participate at their own expense in the defense of such claim(s) or action(s).

## General Terms and Conditions

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**22. Patent, copyright, trade secret and intellectual property protection:** (continued from the previous page)

Should any software or the operation thereof become or in the Contractor's opinion be likely to become the subject of a claim of infringement of a United States patent, or copyright, or a trade secret, GTM-NCGS and the State shall permit the Contractor, at its option and expense, to either procure the right to continue using the software, or to replace or modify same so that they become non-infringing and continue to meet the contractual obligations. If neither of these options can reasonably be taken, or if the use of such software by GTM-NCGS or the State is prohibited by an injunction, the Contractor agrees to accept the return of such software and refund any sums paid by GTM-NCGS to the Contractor, less a commercially reasonable amount for use or damage, and make every reasonable effort to assist in procuring substitute non-infringing software. If, in the sole opinion of GTM-NCGS or the State, the return of such infringing equipment or software makes the retention of other equipment or software acquired from the Contractor under this contract impractical, GTM-NCGS shall have the option of terminating this contract, or applicable portions thereof. The Contractor agrees to accept the return of such equipment or software and refund any sums paid by GTM-NCGS to the Contractor, less a commercially reasonable amount for use or damage.

The foregoing states the entire liability of the Contractor with respect to infringement of patents, copyrights, trade secrets and intellectual property.

**23. Year 2000 warranty:**

The Contractor warrants that all deliverables furnished pursuant to this contract, including, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein; which perform(s) any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of this contract. Nothing in this warranty shall be construed to limit any rights or remedies GTM-NCGS or the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

**24. Escrow agreement:**

If a Contractor proposes any Software Deliverables pursuant to this solicitation, then the Parties shall enter into an escrow agreement with a third-party escrow agent located within the State of North Carolina within ninety (90) days after the award of this contract. The escrow agreement shall, among other things, require the Contractor or subcontractor(s) to deposit with the escrow agent a copy of the source code, object code and appropriate documentation relating to any software provided by the Contractor or subcontractor(s), and periodically update said deposits, and require the escrow agent to deliver the deposited items to GTM-NCGS in the event that GTM-NCGS terminates this contract as provided herein in sections **8. Availability of funds** and **31. Termination of contract** hereof. The Contractor will pay cost of the escrow agreement.

**General Terms and Conditions**  
(continued from the previous page)

**25. Trade secrets and proprietary information:**

In order to promote maximum competition in the State competitive bidding process, State agencies are authorized to maintain the confidentiality of the types of information described in G.S. § 143-53, 3 NCAC 21B.1001, and 25 NCAC 5B .1501. Such information may include trade secrets defined by G.S. § 66-152 and exempted from the Public Records Act pursuant to G.S. § 132-1.2. However, under no circumstances shall price information be designated confidential.

The Contractor may designate as confidential appropriate portions of its proposal in response to the RFQ or Delivery Order for this project or other information, consistent with and to the extent permitted under the statutes and rules set forth above, by marking each page in boldface at the top and bottom "CONFIDENTIAL". By so marking, the Contractor warrants that it has formed a good faith legal opinion that the portions marked confidential meet the requirements of the rules and statutes set forth above. If an action is brought, pursuant to G.S. § 132-9, to compel GTM-NCGS or the State to disclose information marked confidential by the Contractor, the Contractor warrants and agrees that it shall, through its own counsel, intervene in the action and defend GTM-NCGS and the State, including any public official(s) or public employee(s), relating to the nondisclosure.

The Contractor agrees and warrants that it shall indemnify and hold harmless GTM-NCGS and the State and any individual official(s) and individual State employee(s) from any and all damages, costs, and attorneys' fees, if any, awarded against GTM-NCGS and the State in such action. GTM-NCGS agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, GTM-NCGS and the State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to G.S. § 132-9.

**26. Access to persons and records:**

The State Auditor, appropriate federal officials, and their respective authorized employees and agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to the performance and payment under this Contract. The Contractor and any subcontractor(s) shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.

**General Terms and Conditions**  
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**27. Insurance:**

During the term of this contract, the Contractor and any subcontractors, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this contract. At a minimum, the Contractor and any subcontractor(s) shall provide and maintain the following insurance, coverage and limits set forth below:

**A. Worker's Compensation**

The Contractor and any subcontractor(s) shall provide and maintain Worker's Compensation, as required by the laws of North Carolina, as well as employer's liability coverage with Insurance minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under this contract.

**B. Commercial General Liability**

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

**C. Automobile**

The Contractor and any subcontractor(s) shall maintain automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$10,000.00 medical payment.

**D. Aviation**

The Contractor and any subcontractor(s) actually performing aviation services pursuant to this contract shall adequately maintain aviation liability insurance, to include liability coverage, covering all owned, hired and non-owned fixed wing and rotary aircraft, used in connection with this contract.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and its subcontractor(s) and is the essence of this contract. All such insurance shall meet all requirements of North Carolina General Statutes. Such insurance coverage shall be obtained from companies that are authorized to provide the required coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply 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 General Statutes or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. Within ten (10) days after the acceptance of the Contractor's proposal, the Contractor shall provide the GTM-NCGS Contract Administrator with certified copies of all insurance policies referred to herein. Failure to provide such copies shall be grounds to terminate this contract.

**General Terms and Conditions**  
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**28. Compliance with laws:**

The Contractor shall comply 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.

**29. 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 be enforced only 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.

**30. Federal Intellectual Bankruptcy Act:**

The Parties agree that GTM-NCGS and the State shall be entitled to all rights and benefits conferred upon them by the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.

**General Terms and Conditions**  
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**31. Termination of contract:**

In addition to termination by GTM-NCGS as the result of the unavailability of funds as set forth above, this contract may be terminated as follows:

**A. Termination for cause**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract and, if such failure is not cured within thirty (30) days of written notice by GTM-NCGS to the contractor of such failure, GTM-NCGS shall thereupon have the right to terminate this contract by giving thirty (30) days written notice to the Contractor and specifying the effective date of termination. In this event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of GTM-NCGS, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such deliverables. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to GTM-NCGS or the State for damages sustained by GTM-NCGS by virtue of any breach of this contract, and GTM-NCGS may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due GTM-NCGS from such breach is determined. In case of default by the Contractor, GTM-NCGS may procure services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**B. Bankruptcy or insolvency of contractor**

Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, GTM-NCGS may terminate this Contract for cause. If the Contract is terminated by GTM-NCGS as provided herein, the Contractor shall be paid for services satisfactorily completed, reduced by any payment or compensation previously made.

**C. Termination without cause**

GTM-NCGS may terminate this contract at any time without cause by giving sixty (60) days written notice to the Contractor. In this event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of GTM-NCGS, become its property. If the Contract is terminated by GTM-NCGS as provided herein, the Contractor shall be paid for services satisfactorily completed, reduced by any payment or compensation previously made.

**D. Termination by mutual agreement**

This contract may be terminated upon mutual written agreement of the contracting Parties, specifying the effective date of termination. If the Contract is terminated by mutual agreement as provided herein, the Contractor shall be paid for services satisfactorily completed, reduced by any payment or compensation previously made.

**E. Failure of State to pay**

Upon the failure of GTM-NCGS to pay for services satisfactorily provided by the Contractor and accepted by GTM-NCGS pursuant to section **5. Payment for services** above, the Contractor may give written notice to GTM-NCGS of its failure to pay. If after sixty (60) days from the date of receipt of the Contractor's notification, GTM-NCGS does not make payment, the Contractor may terminate this contract. If the Contractor terminates the Contract as provided herein, the Contractor shall be paid for services satisfactorily completed, reduced by any payment or compensation previously made.

The rights and remedies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this contract.

## General Terms and Conditions

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### **32. Informal negotiation of disputes:**

Any dispute between the Parties which arises out of or relates to this contract and which either party asserts is material, shall be reduced to writing by that Party and delivered to the other Party's Contract Administrator. The Parties shall then negotiate in good faith and use every reasonable effort to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their/its duties and responsibilities under this contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any remedies available under this contract or at law or equity.

### **33. Waiver of default:**

Waiver by either Party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in a writing signed by authorized representatives of GTM-NCGS and the Contractor and made an amendment to this contract pursuant to section **15. Contract Amendments** hereof.

### **34. Information provided by the State:**

All information provided by GTM-NCGS and the State reflects the best and most accurate information available at the time provided. No inaccuracies shall constitute a basis for neither change of payment to the Contractor nor form a basis of default by GTM-NCGS.

### **35. Titles and headings:**

Titles and headings in this contract are for convenience only and in no way define, limit, or prescribe the provisions of this contract.

### **36. Survival of promises:**

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

### **37. Personnel and facilities:**

The Contractor shall furnish all necessary personnel, materials, services, facilities and travel and otherwise perform all activities and actions necessary or incidental to the accomplishment of the work and services specified in this contract. Personnel and facilities assigned under this contract will not be used in another business without written approval of the GTM-NCGS Contract Administrator.

### **38. Hiring restraints:**

Except by mutual agreement, the Parties agree that neither shall solicit for employment nor employ the other Party's officers or employees during the term of this contract. This hiring restraint shall in no way interfere with GTM-NCGS's or the State's usual and routine hiring practices.

**General Terms and Conditions**  
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**39. Force majeure:**

Neither Party shall be deemed to be in default of any of its obligations hereunder if and so long as it is prevented from performing such obligation by an act of war, hostile foreign actions, nuclear explosion, riot, strike, civil insurrection, earthquake, hurricane, tornado, or other catastrophic event or act of God.

**40. Competitive offer:**

Pursuant to the provisions of G.S. § 143-54, and under penalty of perjury, the signatures of the authorized representatives of the Contractor certify that the Contractor's proposal has not been arrived at collusively or otherwise in violation of either federal or State antitrust statutes and that the Contractor has not employed or obtained any company or person (other than a full-time bona fide employee) to solicit or secure this contract for a commission, percentage, brokerage, or contingency fee.

**41. Beneficiary:**

Except as herein specifically provided otherwise, this contract shall inure to the benefit of and shall be binding on 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 shall be strictly reserved to GTM-NCGS or the State and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever to or by other third party or person.

**42. Contractor's Employer Identification Number:**

The Contractor shall provide its Employer Identification Number (EIN), which was previously known as a Federal Tax Identification Number (FEIN), to GTM-NCGS immediately upon its selection.

**43. Key personnel:**

The Contractor agrees that it shall not substitute key personnel assigned to the performance of this contract without prior written approval by the GTM-NCGS Contract Administrator and such approval not to be unreasonably withheld. The Parties shall agree to the individuals to be designated key personnel by amendment as provided in Section 11 above.

**44. Confidentiality:**

The Contractor agrees and specifically warrants that it, its officers, directors and employees shall hold all information received during the performance of this contract in the strictest confidence and shall not disclose any such information to any third party without the express written approval of GTM-NCGS.

**45. Care of information:**

The Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State of North Carolina and GTM-NCGS during the performance of this contract from loss, destruction, or erasure.

**General Terms and Conditions**  
(continued from the previous page)

**46. Financial interest:**

The Contractor warrants that no officer or employee of the State has any financial or personal beneficial interest, direct or indirect, in the subject matter of this contract, and that no such officer or employee has received or will receive, either by rebate, gift or otherwise, any money or thing of value whatsoever, or any promise, obligation, or contract for future award of compensation, as an inducement for making this contract.

**47. Entire agreement:**

This contract and the documents incorporated by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements of any kind.

**48. Federal Certificates:**

The Contractor agrees to execute the following certificates related to federal funding:

**A. Certification regarding Lobbying**

**B. Certification regarding Debarment.**

**49. Merger, acquisition, etc.:**

The Contractor shall notify GTM-NCGS at least thirty (30) days in prior to any of the following occurring: (1) the merger of the Contractor with another entity; (2) the acquisition of the Contractor by another entity; (3) the purchase of more than a ten percent (10%) interest in the Corporation by another person or individual; and/or (4) any change in the management of the Corporation.

**50. Signature warranty:**

Each individual signing any contract or documents relating to the North Carolina County/State Boundary Survey Project warrants that he or she is duly authorized by the respective Party to sign all contracts and documents and to bind the Party to the terms and conditions relating to this contract.

**51. Acceptance of Terms and Conditions:**

By submitting an LOQ, the Firm agrees that, if selected, it accepts these Terms and Conditions as part of the Contract with the State of North Carolina and GTM-NCGS. The Contractor further agrees that additional terms and conditions may be required depending on the subject matter of a specific Delivery Order.

**ATTACHMENT NUMBER 1**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date signed: \_\_\_\_\_

## ATTACHMENT NUMBER 2

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

**Note: The phrase "prospective lower tier participant" means providers under contract with the GTM-NCGS.**

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

**ATTACHMENT NUMBER 2**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(continued from the previous page)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.
10. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspend, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal department or agency.
11. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date signed: \_\_\_\_\_

### ATTACHMENT NUMBER 3

#### **SF254 ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE**

Please replace this page in your LOQ packet with the [SF254 “ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE” form](http://www.nc-sco.com/documents/forms/sf254-word.doc) (<http://www.nc-sco.com/documents/forms/sf254-word.doc>), which can be downloaded from the North Carolina State Construction Office (SCO) Forms webpage (<http://www.nc-sco.com/docAdmin.aspx>).

