Department/Agency	**NCDPS/Geodetic Survey**	
Project Title	**Aerial Imagery Quality Control Surveys**	
Design Services	**Professional Land Surveyor**	
Scope	**Perform aerial imagery horizontal quality control surveys**	
Contact	**Gary W. Thompson**	
Telephone	**(919) 948-7844**	
Email	**gary.thompson@ncdps.gov**	
Total Project Budget	**$25,000 - $30,000 (per yearly phase)**	
Source of Funds	**State Funds**	
Approved OC-25 #(s)	**N/A**	
Publish Date	**January 6, 2014**	
Closing Date	**January 29, 2014**	
Submit THREE (3) copies of Letter of Interest and SF-254 (http://www.nc-sco.com/documents/forms/sf254-word.doc)**:**	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
NC Licensing Statement	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: • **NC Board of Architecture:** (http://www.ncbarch.org) • **NC Board of Examiners for Engineers & Surveyors:** (http://www.ncbels.org) • **NC Board of Landscape Architects:** (http://www.ncbola.org)	

SELECTING CRITERIA

In selecting designers, the selection committee should take into consideration qualification information including such factors as:

1. Specialized or appropriate expertise in the type of project.
2. Past performance on similar projects.
3. Adequate staff and proposed design or consultant team for the project.
4. Current workload and State projects awarded.
5. Proposed design approach for the project including design team and consultants.
6. Recent experience with project costs and schedules.
7. Construction administration capabilities.
8. Proximity to and familiarity with the area where the project is located.
9. Record of successfully completed projects without major legal or technical problems.
10. Other factors which may be appropriate for the project.

SUBMITTAL CRITERIA

Please submit THREE (3) copies of current SF 254 Form (http://www.nc-sco.com/documents/forms/sf254-word.doc) 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 ten (10) pages plus the SF 254 Form.

STATE OF NORTH CAROLINA
REQUEST FOR QUALIFICATION **RFQ# 295-02-2014**
NORTH CAROLINA GEODETIC SURVEY

TITLE: Aerial Imagery Quality Control Surveys

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

ISSUE DATE: January 6, 2014

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)

Sealed proposals subject to the conditions made a part hereof will be received until **2:00 p.m.**, **Wednesday, January 29, 2014** for furnishing services described herein.

SUBMITTALS:
Submit proposals directly to the issuing agency, the North Carolina Geodetic Survey, using either the mailing address for U.S. Postal Service (USPS) submitted proposals or the building (shipping) address for private delivery (e.g. FedEx, DHL, or UPS) or hand-delivered submitted proposals:

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

IMPORTANT NOTES:
- **It is the offeror's responsibility to assure that all addenda have been reviewed.**
- 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:** 295-02-2014
  4. **Due date:** January 29, 2014

STATE INTERFACE:
Direct all inquiries concerning this RFQ to:

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

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

QUESTIONS:
Potential contractors may submit questions concerning this RFQ up to January 13, 2014 and receive an answer from the technical administrator, Mr. Gary Thompson, within five business days via email using the following:
- Email address: gary.thompson@ncdps.gov
- Subject line: ORTHO QC RFQ: [Summary of your question]
  e.g. ORTHO QC RFQ: Are the 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 as an addendum to this RFQ under the "**Design Services**" section on the State of North Carolina Interactive Purchasing System webpage (https://www.ips.state.nc.us/ips/CatBids.aspx) of the North Carolina Division of Purchase and Contract website (http://www.pandc.nc.gov/Default.aspx).

1. Introduction

The North Carolina Geodetic Survey (NCGS), which is administratively located in the Department of Public Safety/Division of Emergency Management intends to award multiple Qualifications-Based Selection (QBS) contracts to private surveying firms (henceforth referred to as the "Contractor") for the purpose of performing aerial imagery quality control (QC) surveys utilizing Global Navigation Satellite System (GNSS) and traditional survey methods to support the Statewide Digital Orthoimagery Project.

Note: The purpose of the orthoimagery project, which is funded by the North Carolina 911 Board (http://www.nc911.nc.gov/), is to collect seamless aerial imagery for use by local 911 agencies; local, state and federal agencies; and the public.

The work for this RFQ would consist of performing horizontal and vertical QC survey projects (adhering to NCGS stipulated standards and specifications).

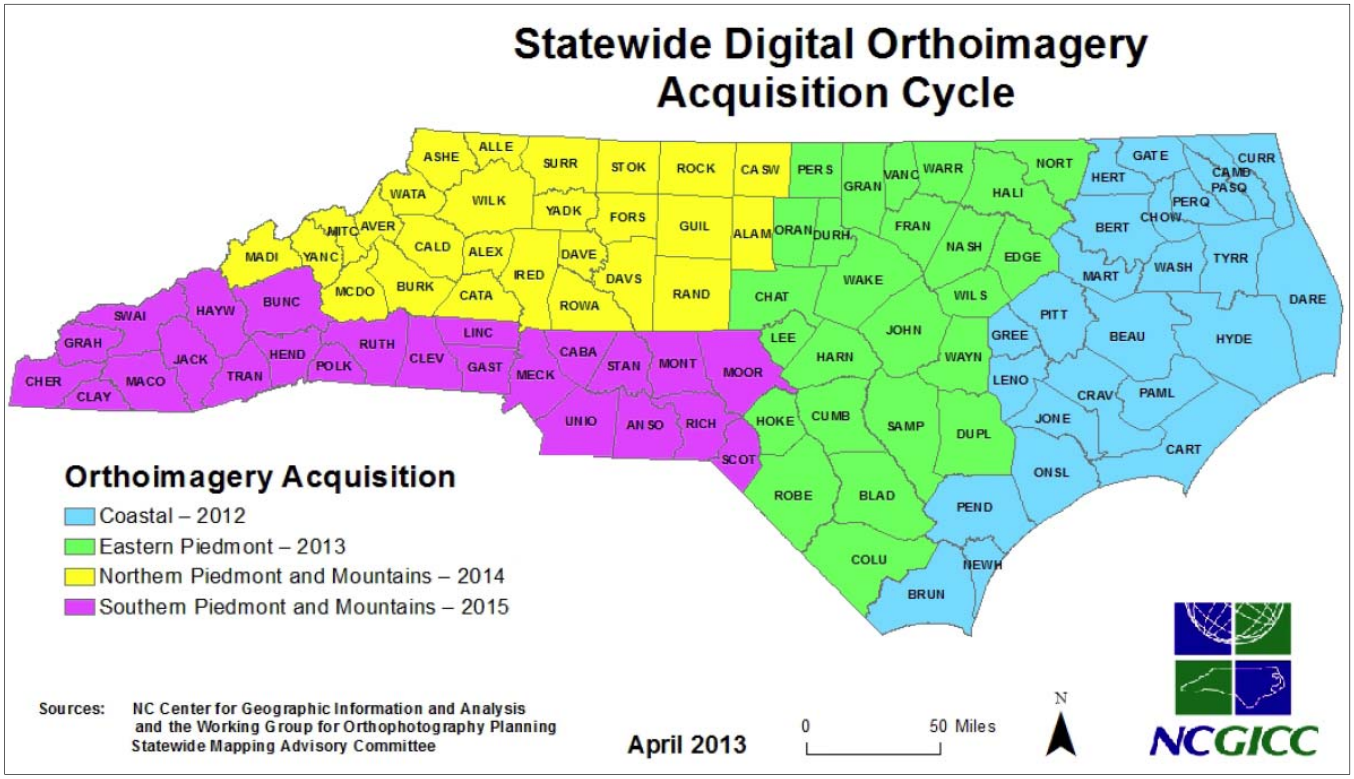

Figure 1. Orthoimagery acquisition phase map showing North Carolina divided into four regions (i.e. Eastern Piedmont, Coastal, Western-North, and Western-South) to explain how the statewide orthoimagery, which is to be re-acquired on a four-year cycle, would be acquired in manageable phases by flying only ¼ of the state each year.

Map source: Statewide Orthoimagery Program: Phase 3 Northern Piedmont and Mountains - Orthoimagery Acquisition, Processing and Distribution.

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 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 aerial imagery QC survey specific, and thus subcontracting of this phase of work will not be allowed.

The method of payment for the QC survey projects will be a negotiated total cost for each work assignment. NCGS will specify the scope of work in tile groupings and/or on an as-needed basis. The types of surveying and mapping work and the degree of assistance required may vary. The project(s) will involve the positioning (horizontally and vertically) of aerial imagery QC points.

2. Standards and specifications

All surveying and mapping work will be done in accordance with the applicable North Carolina Geodetic Survey (NCGS) standards and specifications; current NCGS survey manuals, guides, and approved references; NC General Statutes; and NC Board of Examiners for Engineers and Surveyors (NCBELS) rules and regulations.

a. All surveys using GNSS methods and equipment will comply with the FGDC *"Geospatial Positioning Accuracy Standards Part 2: Standards for Geodetic Networks"* (http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2) reporting methodology in Table 2.1 that surveys will meet or exceed:
   - 2-centimeter (0.020 meters) horizontal accuracy standards and specifications at the 95% confidence level
   - 5-centimeter (0.050 meters) vertical accuracy standards and specifications at the 95% confidence level

b. All surveys using traditional methods and equipment [e.g. an electronic total station (ETS)] will meet or exceed North Carolina Board of Examiners for Engineers and Surveyors rule 21-56.1603 "*Classification of Boundary Surveys Urban Land Surveys*" (http://www.ncbels.org/rules/Title21/Chapter56/Section-16/03.htm) (Class A) standards and a vertical accuracy of 5 centimeters at the 95% confidence level.

c. All survey work will be conducted in feet (US Survey Feet) and referenced accordingly:
   - Horizontal: North Carolina State Plane Coordinate System (NC SPCS) and placed on the North American Datum of 1983(2011) [NAD 83(2011)]
   - Vertical: North American Vertical Datum of 1988 (NAVD 88)

3. Scope of work

3.1. Survey methods for positioning the aerial imagery QC points

Whenever practical, GNSS equipment and methods will be the equipment and methods of choice for positioning the aerial imagery QC points. The aerial imagery QC points will be both photo indentified points and panel points.

3.2. Tasks and types of work

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

a. Notifying the landowner when QC points are located on private property

b. Performing surveys to position (horizontally and vertically) the assigned QC points

c. Collecting and reporting metadata for each QC point

d. Documenting completely, accurately, concisely, and clearly all survey tasks using appropriate work products, which includes a complete narrative report of survey

Note: NCGS will provide the Contractor with aerial imagery that has each QC point plotted.

If a QC point is located on private (non-State owned) property, the Contractor is responsible for soliciting the cooperation of the landowner(s) and securing all rights of entry and access prior to entering the site to position the QC point.

3.3. Line clearing

If the project necessitates line clearing to obtain a line of sight, the Contractor is responsible for any damage and must maintain the natural environment of the project area by keeping the line clearing 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.

3.4. Schedule

The Contractor will furnish NCGS with weekly progress reports via email on Monday of each week (described in section 3.9. Deliverables).

3.5. Field work, supervision, and field notes

The State requires that the Contractor have immediately available to perform under this RFQ a minimum of one (1) full (2-4 person) 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, 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 Professional Land Surveyor (PLS) license. This surveyor will sign and seal the report of survey describing the work that was performed.

3.6. State interfaces

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

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

3.7. Monitoring and evaluation of work

The Technical Administrator is responsible for ensuring that the work being pursued is complete, accurate, and consistent with the terms and conditions of the proposal and contract. As necessary, the Technical Administrator will:

a. Schedule and attend progress meetings

b. Monitor discussions and conditions leading to contract modifications

c. Visit the project and/or the firm's office(s) on a frequency that is commensurate with the magnitude, complexity, and type of work

d. Assure that costs billed are consistent with the acceptability and progress of the firm's work

On all contracts exceeding $10,000, the NCGS Technical Administrator shall prepare written interim and/or final performance evaluation reports that will be sent to the Contractor for comment upon project completion and after appropriate milestones. These reports should include, but not be limited to, an evaluation of:

a. Work quality

b. Adherence to the work schedule (i.e. timely completion of the work)

c. Conformance with established policy

The Contractor may then respond to any discrepancies in the evaluation report by submitting written comments to the Technical Administrator who shall attach each submission to the final evaluation report.

3.8. Milestones

Phase I: Project planning and reconnaissance

Phase II: Field surveys

Phase III: Document/digital file production. Report of survey and other required surveying and mapping documents/files.

3.9. Deliverables

The Contractor shall furnish NCGS with digital formats of any or all of the following survey products as specified and requested by NCGS:

(a) Weekly project status reports

- Emailed to the Technical Administrator, Gary Thompson (gary.thompson@ncdps.gov), by 5:00 pm on the following Monday.
- Subject heading format: "CAIQC: Weekly report [start MM/DD – end MM/DD] from [Firm name]"

  Ex. CAIQC: Weekly report (05/25 – 05/31) from XYZ Surveyors, Inc.
- Message content: Brief summary of the project's status and the week's activities.

(b) Recovery and field notes for any geodetic monument used in the project

(c) Excel spreadsheet listing QC point name, positional information, combined grid factor, and brief description.

(d) Photographs of each aerial imagery QC point

Note: If the QC photograph is incorporated into the QC Excel spreadsheet, this deliverable is met.

(e) Signed and sealed complete and accurate report of work performed

Note: NCGS will specify the digital format for all deliverables.

3.10. Environmental or regulatory constraints

The Contractor 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 that existed prior to the survey in the project area.

3.11. Contractors

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

3.12. Request for Qualifications (RFQ) active time period

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

3.13. Payments, payment schedule, and travel cost

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

NCGS will not grant final approval on any project until:

- All specified work is completed, inspected and accepted by NCGS per NCGS technical standards and specifications.
- All survey and mapping products are delivered, reviewed, and accepted by NCGS per NCGS technical standards and specifications.

Note: 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 Contractor, but only for work completed, inspected, and accepted by the State's Contract Administrator, namely 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, NCGS. Normally, distances will be computed as one (1) 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.

3.14. Evaluation criteria

The evaluation of each firm's LOQ will be based on the following components (evaluation weights shown in parentheses):

- 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 will be selected to provide services.

1. Request for Qualifications (RFQ) is issued.

2. Proposals in one (1) original and two (2) 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. Qualifications proposals will be evaluated.

6. The 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 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 offerors and their staff. Refer to the "Proposal Requirements" section, which begins on the next page, for specifics. NCGS will initiate negotiations with the firms deemed to be the best qualified for this project (please peruse the General Statute passage at the bottom of this page). During these negotiations, NCGS will present each selected firm with its respective project requirement information. 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. **Offerors 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.**

NOTE:

This procurement will be conducted under the provisions of North Carolina General Statute 143-64.31 (http://www.ncleg.net/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 an aerial imagery QC RFQ

All proposals are limited to ten (10) 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, and tabs. One staple in the upper left hand corner is preferred. Proposals that contain more than ten (10) pages and/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 10-page proposal limit
- Required components (explained in detail in Section III):
  - Evidence of the firm's ability to perform an aerial imagery QC survey (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	Cover letter	1	5 %
2	Proposal narrative	9	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 ten (10) page limit, it should still be concise.

#These sections are not counted toward the ten (10) page limit.

Private surveying firms shall have proposals for furnishing the survey services to Gary Thompson by **2:00 p.m., Wednesday, January 29, 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
North Carolina Geodetic Survey
4298 Mail Service Center
Raleigh, NC 27699-0323

Building (shipping) address:
Attn: Gary W. Thompson
North Carolina Geodetic Survey
4105 Reedy Creek Road
Raleigh, NC 27607

NCGS will notify each selected firm and post a list of all the selected firms on the agency's web site (http://portal.ncdenr.org/web/lr/geodetic) by **February 7, 2014**. Note: 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 for this RFQ, Mr. Gary Thompson (gary.thompson@ncdps.gov). Please use the following subject line format:

- Format: ORTHO QC RFQ: [Summary of your question]
- Example: ORTHO QC RFQ: Are the coordinates to be in USFT or meters?

Section I – Cover letter (5%)

The introductory cover letter should be addressed to the contract administrator, Mr. Gary Thompson, PLS. This letter is limited to one (1) page and shall 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 Identification Number (EIN), which was previously known as a Federal Tax Identification Number (FEIN or 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 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 nine (9) 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 [e.g. GPS receivers and Electronic Distance Measurement Instruments (EDMIs)] to be used on the project, submit written evidence of how the equipment is maintained to ensure that the equipment is providing measurements that meet or exceed the horizontal and vertical accuracy requirements of this RFQ (e.g. testing equipment at an EDMI calibration baseline).

3. METHODS

A. Outline the firm's methods of conducting an aerial imagery QC survey.

B. Discuss how the firm's staff utilizes surveying and mapping equipment (i.e. GNSS, total stations, 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.

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

4. PRODUCTS

Describe the firm's capability to produce the required survey 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" packet. 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 9) of the proposal narrative shall consist of an index to the "Supporting information and exhibits" packet.

Section III - Supportive information and exhibits (15%)
Although this section is not counted toward the ten (10) page limit, it should still be concise in its presentation of the following information:

1. Copy of the Table of Contents of the firm's written and current standard operations procedures manual for field personnel and a copy of the manual's chapter on field safety. If neither document is available, so state.
2. Written or graphical evidence (e.g. plat of survey, control data sheets, and Table of Contents from a report of survey) of the firm's ability to perform an aerial imagery QC survey that meets or exceeds the accuracy requirements of this project.

Section IV - Financial statement (required)
This section is not counted toward the ten (10) 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 ten (10) page limit and shall contain all addenda acknowledgements (signed).

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 RFQ or on any contract that may be awarded resulting from this solicitation.
   - Offeror specifically agrees to the conditions set forth in this RFQ by signature to the proposal.

2. **Competitive offer**
   Pursuant to the provision of North Carolina General Statute 143-54 (http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-54.html), and under penalty of perjury, the signer of any proposal submitted in response to this RFQ thereby certifies that this 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 after the award.

4. **Reference to other data**
   The NCGS evaluators will ignore references to proposal packages submitted for previous RFQs. Rather, they will only evaluate proposal packages submitted in response to this 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 a proposal are the sole responsibility of that 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.

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 (NCGS) until after the award of the Contract. The State may disqualify noncompliant offerors from Contract award.

If an offeror needs to discuss the RFQ with an outside source before the Contract(s) is awarded, that offeror may request this RFQ's "issuing" agency (NCGS) to grant an exemption from this provision. However, the requesting offeror is not exempt from this provision until the "issuing" agency grants the requested authorization.

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 the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. Historically underutilized businesses

Pursuant to North Carolina General Statute 143-48 (http://www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-48.html) and Executive Order #150 (http://www.doa.nc.gov/hub/documents/eorder150.pdf), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

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) 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

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6. Documents comprising the contract:

This contract shall include the following:

1. The GTM-NCGS RFQ ("RFQ # 295-02-2014" dated January 6, 2014), 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

Gary W. Thompson, PLS
North Carolina Geodetic Survey
4298 Mail Service Center
Raleigh, NC 27699-4298
Tele: (919) 948-7844

1.1.1 Fax: (919) 733-4407

1.1.2 Email:
gary.thompson@ncdps.gov

General Terms and Conditions

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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:

- Mail, first-class postage prepaid

  ~ or ~

- 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

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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

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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.

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).

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.

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 (http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=143-53), 03 NCAC 21B.1001, and 25 NCAC 5B.1501. Such information may include trade secrets defined by G.S. § 66-152 (http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_66/Article_24.html) and exempted from the Public Records Act pursuant to G.S. § 132-1.2 (http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=132). 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 (http://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_132/GS_132-9.html), 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.

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 adequate 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.

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.

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 date, 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

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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:

- **Certification regarding Lobbying**

- **Certification regarding Debarment**

In addition, the Contractor agrees to submit the following form required for State funding:

- SF254 "ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE" form
  http://www.nc-sco.com/documents/forms/sf254-word.doc

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 Aerial Imagery Quality Control Surveys 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), which can be downloaded from the North Carolina State Construction Office (SCO) Forms webpage (http://www.nc-sco.com/docAdmin.aspx).

ATTACHMENT NUMBER 4

EXECUTION OF LETTER OF QUALIFICATIONS (RFQ # 295-02-2014)

By submitting and agreeing to terms and conditions of this Request for Qualifications, the undersigned Firm certifies the following:

_____ The Firm's Letter of Qualification is signed by representatives authorized to legally bind the Firm.

_____ The Firm is willing and able to obtain and furnish insurance certificates required by this Request for Qualifications within 10 calendar days after signing of the Contract.

_____ All costs will be mutually agreed upon and included in subsequent Delivery Orders.

_____ The Firm is aware of prevailing conditions associated with performing the work and services set forth in this Request for Qualifications.

_____ The Firm has read and understands the terms and conditions set forth in this Request for Qualifications and agrees to each of them without exception.

Therefore, in compliance with State of North Carolina Request for Qualifications ("RFQ #295-02-2014" dated January 6, 2014) and subject to the acceptance of the Firm's offer by the North Carolina Geodetic Survey and subject to all terms and conditions set forth therein, the undersigned Firm offers and agrees to furnish the work and services described in this Request for Qualifications which will be set forth in subsequently issued Delivery Orders.

Firm/Offeror: _____

Street address: _____

Mailing address: _____

City, State, Zip: _____

Telephone: _____

EIN: _____

By: _____ _____ {Corporate SEAL}
Signature Signature

Title: _____ Corporate Secretary

Date: _____ _____

Acceptance of proposal by the North Carolina Geodetic Survey

By: _____ Date: _____
Gary W. Thompson, Section Chief or his representative

Unsigned proposals will not be considered as binding and legal.