



STATE OF NORTH CAROLINA

State of North Carolina
North Carolina Department of Public Safety
North Carolina Emergency Management
Risk Management
North Carolina Geodetic Survey (RM-NCGS)

Request for Qualification #: RFQ #295-01-2018

Aerial Imagery Quality Control Surveys

Date of Issue: January 23, 2018

Proposal Opening Date: February 23, 2018

At 2:00 PM ET

Direct all inquiries concerning this RFQ to:

Contract administrator

Gary W. Thompson, PLS

Tele:(919) 733-3836

Fax: (919) 733-4407

Email: gary.thompson@ncdps.gov



STATE OF NORTH CAROLINA

Request for Qualification

295-01-2018

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor/Firm/Offeror Name



STATE OF NORTH CAROLINA
State of North Carolina, North Carolina Department of Public Safety, North Carolina Emergency Management, Risk Management, North Carolina Geodetic Survey (RM-NCGS)

Refer <u>ALL</u> Inquiries regarding this RFQ to: [Add Contract Lead Name] Gary W. Thompson 919-733-3836 gary.thompson@ncdps.gov	Request for Qualification # 295-01-2018
	Proposals will be publicly opened: February 23, 2018 @ 2 p.m. ET
	Contract Type: Agency Specific
	Commodity No. and Description: 962-58 Professional Services (Land Surveying)
	Using Agency: Emergency Management
Requisition No.: 295-01-2018	

EXECUTION

In compliance with this Request for Qualifications, and subject to all the conditions herein, the undersigned Vendor/Firm/Offeror offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor/Firm/Offeror certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor/Firm/Offeror as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's/Firm's/Offeror's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor/Firm/Offeror certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted. Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's/Firm's/Offeror's sole responsibility to ensure delivery at the designated office by the designated time.

VENDOR/FIRM/OFFEROR/CONTRACTOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR/FIRM/OFFEROR:	FAX NUMBER:	
VENDOR'S/FIRM'S/OFFEROR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the State of North Carolina, North Carolina Department of Public Safety, North Carolina Emergency Management, Risk Management, North Carolina Geodetic Survey (RM-NCGS) shall affix his/her signature hereto and this document and all provisions of this Request For Qualification along with the Vendor/Firm/Offeror proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s)/Firm(s)/Offeror(s).

FOR STATE USE ONLY: Offer accept and Contract awarded this **[Enter Day]** day of **[Enter Month]**, 2018 as indicated on the attached certification, by _____

(Authorized Representative of State of North Carolina, North Carolina Department of Public Safety, North Carolina Emergency Management, Risk Management, North Carolina Geodetic Survey (RM-NCGS))

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

RFQ #295-01-2018

TITLE: Aerial Imagery Quality Control Surveys
ISSUING AGENCY: North Carolina Geodetic Survey (RM-NCGS)
ISSUE DATE: January 23, 2018
ISSUING AGENCY: State of North Carolina
North Carolina Department of Public Safety
North Carolina Emergency Management
Risk Management
North Carolina Geodetic Survey (RM-NCGS)

Sealed proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Friday, February 23, 2018** 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
4105 Reedy Creek Road
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, display the following info on a white mailing label:
 1. **Vendor's/Firm's/Offeror's/Contractor's name:** _____
 2. **Proposal type:** Technical Qualifications Proposal
 3. **RFQ number:** 295-01-2018
 4. **Due date:** February 23, 2018

All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor/Firm/Offeror. **It is the sole responsibility of the Vendor/Firm/Offeror to have the proposal physically in this Office by the specified time and date of opening.** The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated above, for furnishing and delivering the services as described herein.

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State's Mail Service Center. Vendors/Firms/Offerors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors/Firms/Offerors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFQ shall NOT be accepted.**

STATE INTERFACE:

Direct all inquiries concerning this RFQ to:

Contract administrator

Gary W. Thompson, PLS
Tele: (919) 733-3836
Fax: (919) 733-4407
Email: gary.thompson@ncdps.gov

Technical administrator

Gary W. Thompson, PLS
Tele: (919) 733-3836
Fax: (919) 733-4407
Email: gary.thompson@ncdps.gov

QUESTIONS:

Potential contractors may submit questions concerning this RFQ up to February 2, 2018 and receive an answer from the RFQ's Technical administrator, 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?

The Technical administrator will summarize each submitted question and its respective answer and then post them (without identifying the questioner) by February 9, 2018 as an addendum to this RFQ under the "Design Services – (7)" section on the [State of North Carolina Interactive Purchasing System](https://www.ips.state.nc.us/ips/CatBids.aspx) web page (<https://www.ips.state.nc.us/ips/CatBids.aspx>) of the [Division of Purchase and Contract](http://www.pandc.nc.gov/Default.aspx) website (<http://www.pandc.nc.gov/Default.aspx>).

1. Introduction

The North Carolina Geodetic Survey (RM-NCGS), which is administratively located in the Department of Public Safety/North Carolina Emergency Management/Risk Management intends to award multiple Qualifications-Based Selection (QBS) contracts to private surveying firms (henceforth referred to as the “Vendor/Firm/Offeror”) 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 RM-NCGS stipulated standards and specifications).

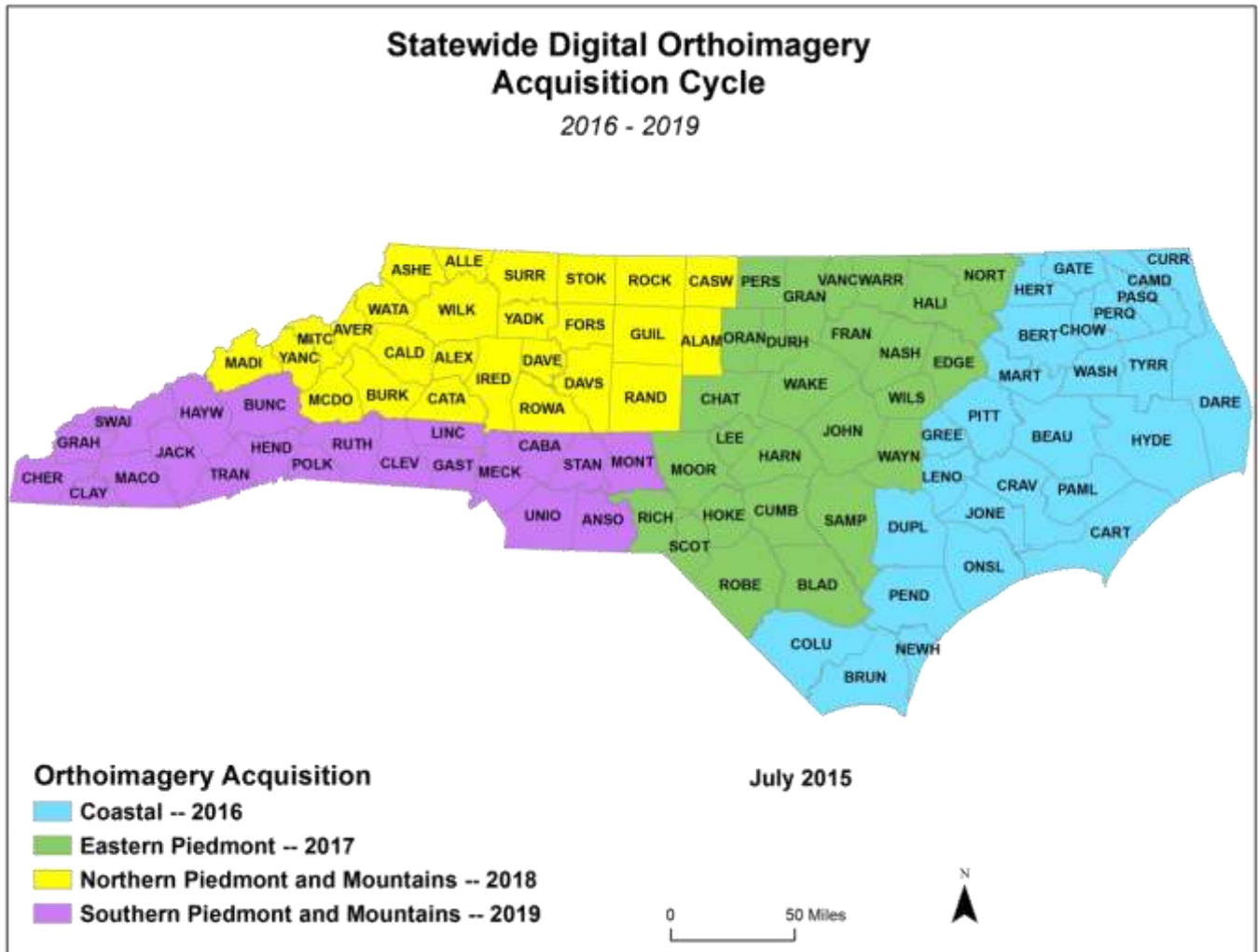


Figure 1. Orthoimagery acquisition phase map showing North Carolina divided into four regions (i.e. Eastern Piedmont, Coastal, Western-North, and Western-South) to explain how the statewide orthoimagery, which is to be re-acquired on a four-year cycle, would be acquired in manageable phases by flying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

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 vendor/firm/offeror 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 vendor/firm/offeror 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 vendor/firm/offeror to verify the registration of any corporate subsidiary prior to submitting a Letter of Qualifications (LOQ). Each aspiring vendor/firm/offeror must have the financial ability to undertake the work and assume the liability. Each selected vendor/firm/offeror will be required to furnish proof of sufficient Professional Liability Insurance coverage as determined by RM-NCGS. Each aspiring vendor/firm/offeror 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. RM-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 (RM-NCGS) standards and specifications; current RM-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)" (<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 (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 identified 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: RM-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 addition, the Contractor must obtain written permission from the land owner to cut vegetation according to the following protocol:

- a. Written permission from the land owner is required to cut or damage any planted or cultivated crop, fruit, or ornamental tree or plant, regardless of size and any underbrush or seedling-sized tree with a ≥ 2 inch Diameter at Breast Height (DBH).
- b. Written permission from the land owner is not required to cut any underbrush or seedling-sized tree with a < 2 inch Diameter at Breast Height (DBH).

Regardless of the tree's size, the remaining stump of any cut tree will project no more than one (1) foot above the ground.

3.4. Schedule

The Contractor will furnish RM-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/RM-NCGS requires that the Vendor/Firm/Offeror/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 GNSS 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/RM-NCGS interfaces

Contract administrator

Gary W. Thompson, PLS
Tele: (919) 733-3836
Fax: (919) 733-4407
Email: gary.thompson@ncdps.gov

Technical administrator

Gary W. Thompson, PLS
Tele: (919) 733-3836
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. The Contractor, at the request of the State/RM-NCGS, shall meet periodically with the State or RM-NCGS for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Contractor and State/RM-NCGS performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics;
- 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; and
- d. Assure that costs billed are consistent with the acceptability and progress of the firm's work.

On all contracts exceeding \$10,000, the RM-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); and
- 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 RM-NCGS with digital formats of any or all of the following survey products as specified and requested by RM-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 (05/31 – 06/05) 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: RM-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//RM-NCGS’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. Vendors/Firms/Contractors

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

3.12. Request for Qualifications (RFQ) active time period

Vendors/Firms/Offerors that are determined to be qualified to perform work described under this RFQ will be eligible to contract with RM-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.

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

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

NCGS technical standards and specifications.

Note: The State//RM-NCGS, 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 RM-NCGS.

In the event acceptance criteria for any work or deliverables is not described in contract documents or delivery orders hereunder, RM-NCGS shall have the obligation to notify Vendor/Firm/Contractor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by RM-NCGS shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, RM-NCGS may exercise any and all rights hereunder, including but may not be limited to, for deliverables, such rights provided by law, equity, under this contract, or the Uniform Commercial Code as adopted in North Carolina.

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, RM-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 vendor's/firm's/offeror'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 vendor/firm/offeror/contractor 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 vendor's/firm's/offeror's officer who is authorized to bind the vendor/firm/offeror. 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 vendor/firm/offeror will be publicly opened and the firm's/vendor's/offeror's name announced.
5. Qualifications proposals will be evaluated.
6. The RM-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 RM-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 page 14, for specifics. In its Proposal, Vendor/Firm/Offeror shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor/Firm/Offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. RM-NCGS will initiate negotiations with the vendors/firms/offerors/contractors deemed to be the best qualified for this project (please peruse the General Statute passage on page 13). During these negotiations, RM-NCGS will present each selected vendor/firm/offeror with its respective project requirement information. RM-NCGS will then grant each selected vendor/firm/offeror 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/RM-NCGS. 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/RM-NCGS reserves the unqualified right to reject any and all LOQs when such rejection is deemed to be in the best interest of the State/RM-NCGS.** Pursuant to 01 NCAC 05B .0501, the State or RM-NCGS reserve the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State/RM-NCGS, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best LOQ, or any other determination that rejection would be in the best interest of the State/RM-NCGS.

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 1/2" 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 vendor's/firm's/offeror'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 vendor's/firm's/offeror'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., Friday, February 23, 2018**. Proposals received after this deadline will not be considered. One (1) signed, original LOQ and two (2) complete copies are required. Vendors/Firms/Offerors 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

RM-NCGS will notify each selected vendor/firm/offeror and post a list of all the selected firms on the agency's web site (<http://portal.ncdenr.org/web/lr/geodetic>) by **March 16, 2018**. Note: RM-NCGS will not send out notifications to vendors/firms/offerors that were not selected nor post a list of those vendors/firms/offerors. 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 vendor's/firm's/offeror'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 ownerEssentially, the State/RM-NCGS needs to determine if there could be a conflict of interest between the vendor/firm/offeror 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 vendor/firm/offeror or any principal within the past 5 years.
- Statement regarding any possible conflict of interest on the part of the vendor/firm/offeror for this project.
- Employer Identification Number (EIN), which was previously known as the 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 vendor's/firm's/offeror's proposal.
- Vendor's/Firm's/Offeror's authorized officer, signature, date, vendor/firm/offeror name, address, telephone number, FAX number, and email address.
- Vendor's/Firm's/Offeror's project contact person, signature, date, vendor/firm/offeror name, address, telephone number, FAX number, and email address.

Section II - Proposal narrative (80%)

The offering vendor/firm/offeror 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 RM-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 vendor's/firm's/offeror'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 vendor's/firm's/offeror'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 (GNSS 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).

3. METHODS

- A. Outline the vendor's/firm's/offeror's methods of conducting an aerial imagery QC survey.
- B. Discuss how the vendor's/firm's/offeror'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 vendor's/firm's/offeror'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 vendor's/firm's/offeror's project approach and quality assurance measures.
- E. Describe the vendor's/firm's/offeror'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 vendor's/firm's/offeror'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 vendor’s/firm’s/offeror’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 vendor’s/firm’s/offeror’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 vendor’s/firm’s/offeror’s most recent audited financial statement or similar evidence of financial stability.

Each Vendor/Firm/Offeror/Contractor shall certify it is financially stable by completing the ATTACHMENT NUMBER 5: CERTIFICATION OF FINANCIAL CONDITION. The State/RM-NCGS is requiring this certification to minimize potential issues from Contracting with a Vendor/Firm/Offeror/Contractor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor/Firm/Offeror/Contractor shall notify the State/RM-NCGS within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

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/RM-NCGS shall not be bound by informal explanations, oral explanations, instructions, or information given at any time by anyone on behalf of the State or RM-NCGS during the competitive process or after the award. The State/RM-NCGS is bound only by information provided in this RFQ and in formal Addenda issued by the Issuing Agency.

4. Reference to other data

The RM-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/Firm/Vendor. The State of North Carolina and RM-NCGS will not reimburse any Offeror/Firm/Vendor 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)

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 (RM-NCGS) until after the award of the Contract. The State/RM-NCGS 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 (RM-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.

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor/Firm/Offeror submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the issuing agency named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's/Firm's/Offeror's proposal or qualifications, the contents of another Vendor's/Firm's/Offeror's proposal, another Vendor's/Firm's/Offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor/Firm/Offeror not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's/RM-NCGS's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State/RM-NCGS would not be served by the disqualification. A Vendor's/Firm's/Offeror's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or general inquiries directed to the issuing agency regarding requirements of the RFQ (prior to proposal submission) or the status of the contract award (after submission) are exempted 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/RM-NCGS 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 vendor/firm/offeror and answer questions or provide clarification concerning the vendor's/firm's/offeror's proposal.

12. Historically underutilized businesses

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 as declared below:

- North Carolina General Statute 143-48

www.ncga.state.nc.us/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-48.html)

- North Carolina General Statute 143-64.31 (http://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-64.31.html)
- Executive Order #150 (<http://www.doa.nc.gov/hub/documents/eorder150.pdf>)

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.
3. Download the retrieved bid by clicking on the hyperlinked bid number in the “**Bid Number**” field.

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.

Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

14. Vendor registration:

The IPS [Vendor Link NC](https://www.ips.state.nc.us/Vendor/VendorPubMain.aspx) (<https://www.ips.state.nc.us/Vendor/VendorPubMain.aspx>) provides a free online registration form (<https://www.ips.state.nc.us/Vendor/VendorRegistration.aspx>) for vendors to receive:

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

15. Request for Qualifications Document

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

16. Notice to Vendors/Firms/Offerors/Contractors regarding RFQ Terms and Conditions

It shall be the Vendor’s/Firm’s/Offeror’s/Contractor’s responsibility to read this entire document, the Instructions, the State’s/RM-NCGS’s terms and conditions, all relevant enclosures, exhibits and attachments, and any addenda thereto, and any other components made a part of this RFQ, and comply with all requirements and specifications herein, regardless of whether appearing herein or elsewhere in this RFQ document. Vendors/Firms/Offerors/Contractors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors/Firms/Offerors/Contractors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance

with the instructions in “Questions” on page 5 and Section 19 PROPOSAL QUESTIONS. If the State or RM-NCGS determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The State or RM-NCGS may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State or RM-NCGS rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s/Firm’s/Offeror’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s/Firm’s/Offeror’s proposal that purports to vary any terms and conditions or Vendors’/Firms’/Offerors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s/Firm’s/Offeror’s proposal shall constitute a firm offer. **By execution and delivery of this RFQ Response, the Vendor/Firm/Offeror agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s/Firm’s/Offeror’s proposal as nonresponsive.**

If a Vendor/Firm/Offeror desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFQ, about whether specific language proposed as a modification is acceptable to or will be considered by the State or RM-NCGS. Identification of objections or exceptions to the State’s or RM-NCGS’s terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

17. RFQ Schedule

The table below shows the *intended* schedule for this RFQ. The State/RM-NCGS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	State/RM-NCGS	January 23, 2018
Site Visit by Vendor/Firm/Offeror	Vendor/Firm/Offeror	Site visit made by Vendor/Firm/Offeror
Submit Written Questions	Vendor/Firm/Offeror	February 2, 2018
Provide Response to Questions	State/RM-NCGS	February 9, 2018
Submit Proposals	Vendor/Firm/Offeror	February 23, 2018 by 2:00 p.m.
Contract Award	State/RM-NCGS	March 16, 2018
Contract Effective Date	State/RM-NCGS	March 16, 2018

18. Urged and Cautioned Site Visit or Pre-Proposal Conference

Urged and Cautioned *Site Visit*

Instructions: Vendor/Firm/Offeror representatives are URGED and CAUTIONED to visit the site as outlined in section 1. Introduction and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Qualification. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor/Firm/Offeror would recognize as affecting the performance of the work called for in this proposal.

If RM-NCGS attends Vendor's/Firm's/Offeror's site visit, Vendor/Firm/Offeror is cautioned that any information released to attendees during the site visit which conflicts with, supersedes, or adds to requirements in this Request for Qualification, must be confirmed by written addendum before it can be considered to be a part of this proposal/qualification.

19. Proposal Questions

Upon review of the RFQ documents, Vendors/Firms/Offerors may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors/Firms/Offerors shall submit any such questions by February 2, 2018.

Written questions shall be emailed to gary.thompson@ncdps.gov by February 2, 2018. Vendors/Firms/Offerors should enter "RFQ# 295-01-2018: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor/Firm/Offeror Question
RFQ Section, Page Number	Vendor/Firm/Offeror question ...?

Questions received on or before the questions deadline date, the State's/RM-NCGS's response, and any additional terms deemed necessary by the State/RM-NCGS's will be posted in the form of an addendum and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any State/RM-NCGS personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors/Firms/Offerors shall rely *only* on written material contained in an Addendum to this RFQ.

20. Performance Outside the United States

Vendor/Firm/Offeror shall complete ATTACHMENT NUMBER 4: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State/RM-NCGS may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State/RM-NCGS
- Level of quality provided by the Vendor/Firm/Offeror
- Process and performance capability across multiple jurisdictions
- Protection of the State's/RM-NCGS's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's/RM-NCGS's business requirements and internal operational culture
- Particular risk factors such as the security of the State's/RM-NCGS's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

21. Interpretation of Terms and Phrases

This Request for Qualification serves two functions: (1) to advise potential Vendors/Firms/Offerors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all

terms in the Request for Qualification shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors/Firms/Offerors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Qualification. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor/Firm/Offeror from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

22. Iran Divestment Act

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

23. References

Vendors/Firms/Offerors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. The State/RM-NCGS may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor’s/Firm’s/Offeror’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

24. Background Checks

Any personnel or agent of the Vendor/Firm/Offeror performing services under any contract arising from this RFQ may be required to undergo a background check at the expense of the Vendor/Firm/Offeror, if so requested by the State/RM-NCGS.

25. Warranties

Vendor/Firm/Offeror/Contractor warrants to the State and RM-NCGS that all items furnished will be new (unless otherwise specifically requested in this RFQ), of good material and workmanship, and Vendor/Firm/Offeror/Contractor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State’s or RM-NCGS’s negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the State or RM-NCGS. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor/Firm/Offeror/Contractor shall assign to the State/RM-NCGS all third party warranties applicable to such deliverables. Vendor/Firm/Offeror/Contractor warrants that the State and RM-NCGS has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

26. Transition Assistance

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor/Firm/Offeror/Contractor shall provide, at the option of the State/RM-NCGS, up to 3 months after such end date all such reasonable transition assistance requested by the State or RM-NCGS, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State, RM-NCGS or its designees. If the State or RM-NCGS exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State or RM-NCGS shall pay Vendor/Firm/Offeror/Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

27. Continuous Improvement

The State and RM-NCGS encourage the Vendor/Firm/Offeror/Contractor to identify opportunities to reduce the total cost to the State or RM-NCGS. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic meetings.

28. Weekly Status Reports

The Vendor/Firm/Offeror/Contractor shall provide project status reports to the Technical Administrator on a weekly basis as outlined in Section 3.9 Deliverables. These reports shall be well organized and easy to read. The Vendor/Firm/Offeror/Contractor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor/Firm/Offeror/Contractor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

29. Reciprocal Preference

G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors/Firms/Offerors/Contractors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor/Firm/Offeror/Contractor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor/Firm/Offeror/Contractor is directed or managed.

30. Protest Procedures

When a Vendor/Firm/Offeror/Contractor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor/Firm/Offeror/Contractor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor/Firm/Offeror actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at

<https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. Miscellaneous

Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

32. Withdrawal

A Proposal may be withdrawn only in writing and actually received by the office issuing the RFQ prior to the time for the opening of Proposals identified on the cover page of this RFQ (or such later date included in an Addendum to the RFQ). A withdrawal request must be on Vendor's/Firm's/Offeror's letterhead and signed by an official of the Vendor/Firm/Offeror authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Issuing Agency.

33. Inspection at Vendor/Firm/Offeror/Contractor

The State and RM-NCGS reserve the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor/Firm/Offeror/Contractor prior to Contract award, and during the Contract term as necessary for the State or RM-NCGS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

General Terms and Conditions

1. Type of contract:

This is an Indefinite Delivery, Indefinite Quantity contract made and entered into by and between the State of North Carolina (“State”), North Carolina Department of Public Safety, North Carolina Emergency Management, Risk Management, North Carolina Geodetic Survey (“RM-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 RM-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 RM-NCGS.

3. Contract amount:

RM-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.

4. Payment for services:

The Contractor shall submit invoices on Contractor letterhead for prescribed milestones associated with specific Delivery Orders to RM-NCGS itemizing the services actually performed in accordance with the agreed upon Delivery Order pricing. RM-NCGS shall pay the appropriate invoice amount within thirty (30) days of receipt, subject to RM-NCGS review and approval of the Delivery Order work satisfactorily performed. RM-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 **14. Contract amendments** below.

5. Documents comprising the contract:

This contract shall include the following:

1. The RM-NCGS RFQ (“RFQ #295-01-2018” dated January 23, 2018), 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 **14. 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) (<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. General Terms and Conditions set forth in the RFQ
3. This RFQ
3. The Contractor’s LOQ in response to this RFQ
4. Any Amendments to this Contract entered into pursuant to section **14. Contract amendments** below

General Terms and Conditions
(continued from the previous page)

6. Taxes:

The Contractor understands and agrees that the State and RM-NCGS are exempt from Federal excise taxes. RM-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 RM-NCGS as a separate item pursuant to section 4. **Payment for services** above.

Any applicable taxes shall be invoiced as a separate item.

- a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors/Firms/Offerors/Contractors if the Vendor/Firm/Offeror/Contractor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor/Firm/Offeror/Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor/Firm/Offeror/Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor/Firm/Offeror/Contractor will be executed and returned by the using agency.

Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. 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 RM-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 RM-NCGS and the State from any further payment obligation under this Contract, except for work or services satisfactorily performed prior to funds becoming unavailable.

8. State/RM-NCGS interfaces:

Contract Administrator	Technical administrator
Gary W. Thompson, PLS North Carolina Geodetic Survey 4298 Mail Service Center Raleigh, NC 27699-4298 Tele: (919) 733-3836 Fax: (919) 733-4407 Email: gary.thompson@ncdps.gov	Gary W. Thompson, PLS North Carolina Geodetic Survey 4298 Mail Service Center Raleigh, NC 27699-4298 Tele: (919) 733-3836 Fax: (919) 733-4407 Email: gary.thompson@ncdps.gov

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9. Contractor Contract Administrator:

Within five (5) business days after the execution of the contract, the selected Contractor shall designate its Contract Administrator and provide the RM-NCGS Contract Administrator with the person's name, address, telephone number, fax number, and email address.

10. 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 ~
- Fax or email with the original to follow by first-class mail

11. Change of Contract Administrators:

The Parties may change their Contract Administrator by giving the other party written notice as provided in section **10. Notices** above.

12. Subcontractors:

Other than the vendors/firms/offerors 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 RM-NCGS, which would evaluate only extenuating circumstances. At all times, the Contractor shall remain solely and fully responsible to RM-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/Firm/Offeror/Contractor. Any contracts made by the Vendor/Firm/Offeror/Contractor with a subcontractor shall include an affirmative statement that the State and RM-NCGS is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State and RM-NCGS; and that the State and RM-NCGS shall be indemnified by the Vendor/Firm/Offeror/Contractor for any claim presented by the subcontractor.

13. Independent contractor:

The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the State or RM-NCGS. 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 State or RM-NCGS.

14. Contract amendments:

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

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15. Assignment:

No assignment of the Contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by RM-NCGS, RM-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 RM-NCGS or the State to anyone other than the Contractor and the Contractor shall remain fully responsible for fulfillment of all contractual obligations. Upon advance written request, the State or RM-NCGS may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's/Firm's/Offeror's/Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

16. 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 shall be determined.

17. Equal employment opportunity:

The Contractor agrees that it shall comply with all applicable laws relating to equal employment opportunity. The Contractor shall comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

18. General indemnity:

The Contractor agrees to indemnify, defend and hold RM-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. RM-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 RM-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.

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19. Remedies:

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

20. Advertising/press release:

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

21. 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 RM-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, RM-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 RM-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 RM-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 RM-NCGS or the State in any such action. The foregoing defense and payment by the Contractor shall be conditioned on the following:

- A. RM-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 RM-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, RM-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 RM-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 RM-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 RM-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, RM-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 RM-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 RM-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 RM-NCGS in the event that RM-NCGS terminates this contract as provided herein in sections **7. 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 RM-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 RM-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 RM-NCGS and the State and any officers, officials, agents, and employees from any and all liability of any kind, including costs and expenses, damages, costs, and attorneys' fees, if any, awarded against RM-NCGS and the State in such action. RM-NCGS agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State/RM-NCGS shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, RM-NCGS and the

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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:

During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). The State Auditor and any using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The State Auditor, using agency's internal auditors, 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 or in accordance with the applicable State Records Retention Schedule, whichever is longer.

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 \$500,000.00, covering all of Contractor's employees who are engaged in any work under this contract. If any work is sub-contracted, the Contractor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the 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 maintain adequate 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 the laws of the State of North Carolina and the 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

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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 RM-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 and its performance in accordance with this contract, 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 RM-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 RM-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 RM-NCGS to the contractor of such failure, RM-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 RM-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 RM-NCGS or the State for damages sustained by RM-NCGS by virtue of any breach of this contract, and RM-NCGS may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due RM-NCGS from such breach is determined. In case of default by the Contractor, RM-NCGS may procure services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State/RM-NCGS may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the State and RM-NCGS.

B. Bankruptcy or insolvency of contractor

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

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C. Termination without cause

RM-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 RM-NCGS, become its property. If the Contract is terminated by RM-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/RM-NCGS to pay

Upon the failure of RM-NCGS to pay for services satisfactorily provided by the Contractor and accepted by RM-NCGS pursuant to section 4. **Payment for services** above, the Contractor may give written notice to RM-NCGS of its failure to pay. If after sixty (60) days from the date of receipt of the Contractor's notification, RM-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.

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. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

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 RM-NCGS and the Contractor and made an amendment to this contract pursuant to section 14. **Contract Amendments** hereof.

34. Information provided by the State:

All information provided by RM-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 RM-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.

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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:

- a) 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 RM-NCGS Contract Administrator.
- b) The Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. The Contractor agrees that it will not enter any agreement with a third party that may abridge any rights of the State or RM-NCGS under this Contract. The Contractor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by RM-NCGS. Names of any third party contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents; and shall not limit Contractor's obligations hereunder. The Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- c) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Services and Deliverables.

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 RM-NCGS's or the State's usual and routine hiring practices.

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 obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural 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.

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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 RM-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 RM-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 RM-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 **10. Notices** above. The Contractor shall notify the Contract Administrator of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. RM-NCGS will approve or disapprove the requested substitution in a timely manner. RM-NCGS may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, RM-NCGS may request acceptable substitute personnel or terminate the contract services provided by such personnel.

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 RM-NCGS.

45. Care of information or Property:

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 RM-NCGS during the performance of this contract from loss, destruction, or erasure. The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State or RM-NCGS for loss or damage of such property.

46. Financial interest:

The Contractor warrants that no officer or employee of the State/RM-NCGS 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. This RFQ, any addenda thereto, and the Vendor's/Firm's/Offeror's/Contractor's proposal are incorporated herein by reference as though set forth verbatim.

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

48. Merger, acquisition, etc.:

The Contractor shall notify RM-NCGS at least thirty (30) days 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.

49. 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.

50. Acceptance of Terms and Conditions:

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

51. Governmental Restrictions:

In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor/Firm/Offeror/Contractor to notify, in writing, the Contract Administrator at once, indicating the specific regulation which required such alterations. The State and RM-NCGS reserve the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

52. Outsourcing:

Any Contractor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Contractor shall give notice to the using agency of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a State contract to a location outside of the United States.

53. Sovereign Immunity:

Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

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54. Federal certificates:

The Contractor agrees to execute and submit the following certificates related to Federal funding:

Attachment number	Certificate
1	Certification regarding Lobbying
2	Certification regarding Debarment
4	Location of Workers Utilized by Vendor
5	Certification of Financial Condition
6	Iran Divestment Act Certification

In addition, the Contractor agrees to submit the following Federal form, which has since been replaced by a different Federal form but is used nonetheless, because it is specifically listed as a requirement for State funding:

Attachment number	Certificate
3	SF254 “ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE” (http://www.nc-sco.com/documents/forms/sf254-word.doc)

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients 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 RM-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, which may be downloaded from the following URL:
<http://www.ucop.edu/raohome/certs/45cfr76.html>
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.

ATTACHMENT NUMBER 2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS (continued)

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 Nonprocurement List.
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) “[Documents: Administration & Design Contract](http://www.nc-sco.com/docAdmin.aspx)” webpage (<http://www.nc-sco.com/docAdmin.aspx>).

ATTACHMENT NUMBER 4

LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor/Firm/Offeror/Contractor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State or RM-NCGS will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) **Will any work under this Contract be performed outside the United States?** YES NO

If the Vendor/Firm/Offeror/Contractor answered "YES" above, Vendor/Firm/Offeror/Contractor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor/Firm/Offeror/Contractor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor/Firm/Offeror/Contractor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) **The Vendor/Firm/Offeror/Contractor agrees to provide notice, in writing to the State or RM-NCGS, of the relocation of the Vendor/Firm/Offeror/Contractor, employees of the Vendor/Firm/Offeror/Contractor, sub-Contractors of the Vendor/Firm/Offeror/Contractor, or other persons performing services under the Contract outside of the United States** YES NO

NOTE: All Vendor/Firm/Offeror/Contractor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) **Identify all U.S. locations at which performance will occur:**

ATTACHMENT NUMBER 5

CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor/Firm/Offeror/Contractor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor/Firm/Offeror/Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor/Firm/Offeror/Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor/Firm/Offeror/Contractor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor/Firm/Offeror/Contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor/Firm/Offeror/Contractor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor/Firm/Offeror/Contractor.

Note: This is a continuing certification and Vendor/Firm/Offeror/Contractor shall notify the Contract Administrator within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor/Firm/Offeror/Contractor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor/Firm/Offeror/Contractor]

ATTACHMENT NUMBER 6

IRAN DIVESTMENT ACT CERTIFICATION

CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each Firm/Vendor/Offeror/Contractor, prior to contracting with the State certify, and the undersigned on behalf of the Firm/Vendor/Offeror/Contractor does hereby certify, to the following:

1. that the Firm/Vendor/Offeror/Contractor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Firm/Vendor/Offeror/Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Firm/Vendor/Offeror/Contractor to make this Certification.

Firm/Vendor/Offeror/Contractor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but renumbered for codification at the direction of the Revisor of Statutes.

EXECUTION OF LETTER OF QUALIFICATIONS

(REQUEST FOR QUALIFICATIONS #295-01-2018)

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

_____ The Vendor's/Firm's/Offeror's Letter of Qualifications is signed by representatives authorized to legally bind the Firm/.

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

_____ The Vendor/Firm/Offeror/Contractor 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 #295-01-2018 (dated January 23, 2018) and subject to the acceptance of the Vendor's/Firm's/Offeror's offer by the North Carolina Geodetic Survey and subject to all terms and conditions set forth therein, the undersigned Firm/Vendor/Offeror 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/Vendor/Contractor: _____

Street address: _____

Mailing address: _____

City, State, Zip: _____

Telephone: _____

FEID: _____

By: _____ Signature _____ Signature {Corporate SEAL}

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.