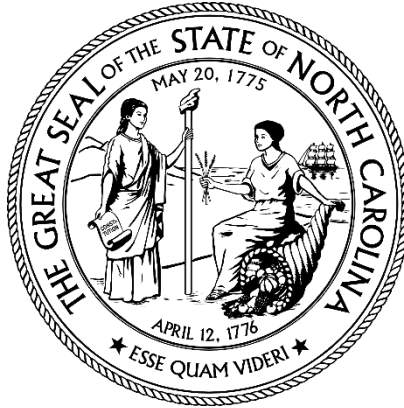




STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

**EMERGENCY MANAGEMENT – Hazard Mitigation Program Support
North Carolina Geodetic Survey (NCEM-HMPS-NCGS)**

REQUEST FOR QUALIFICATION (RFQ): CONTRACTORS FOR AERIAL LIGHT DETECTION AND RANGING (LIDAR) SERVICES

RFQ Application No: 19-RFQ- 2368778864-TMM

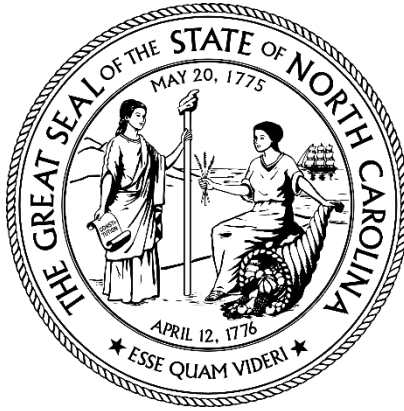
Date of Issue: August 24, 2026

Proposal Opening Date: September 15, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFQ to:

Melissa Teen
Procurement Manager
Melissa.Teen@ncdps.gov



STATE OF NORTH CAROLINA

Request for Proposal

19-RFQ- 2368778864-TMM

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) 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 shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at (click on link) [Home · eVP](#)

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Request for Qualification #: 19-RFQ- 2368778864-TMM
	Proposals will be publicly opened: September 15 , 2026 at 2:00pm, ET
Using Agency: NCDPS Emergency Management	Commodity No. and Description: 811034 - Engineering procurement and project management services
Requisition No.: RQ302947	

EXECUTION

In compliance with this Request for Qualifications (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor'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 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; 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 Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

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

- _____ The Vendor's Proposal is signed by representatives authorized to legally bind the Vendor.
- _____ The Vendor is willing and able to obtain and furnish insurance certificates required by this RFQ within 10 calendar days after signing the contract.
- _____ All costs will be mutually agreed upon and included in subsequent Delivery Orders.
- _____ The Vendor has read and understands the terms and conditions set forth in this Request for Qualifications and agrees to each of them without exception.

Proposal Number: 19-RFQ- 2368778864-TMM

Vendor: _____

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of proposal opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFQ, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of NC Department of Public Safety)

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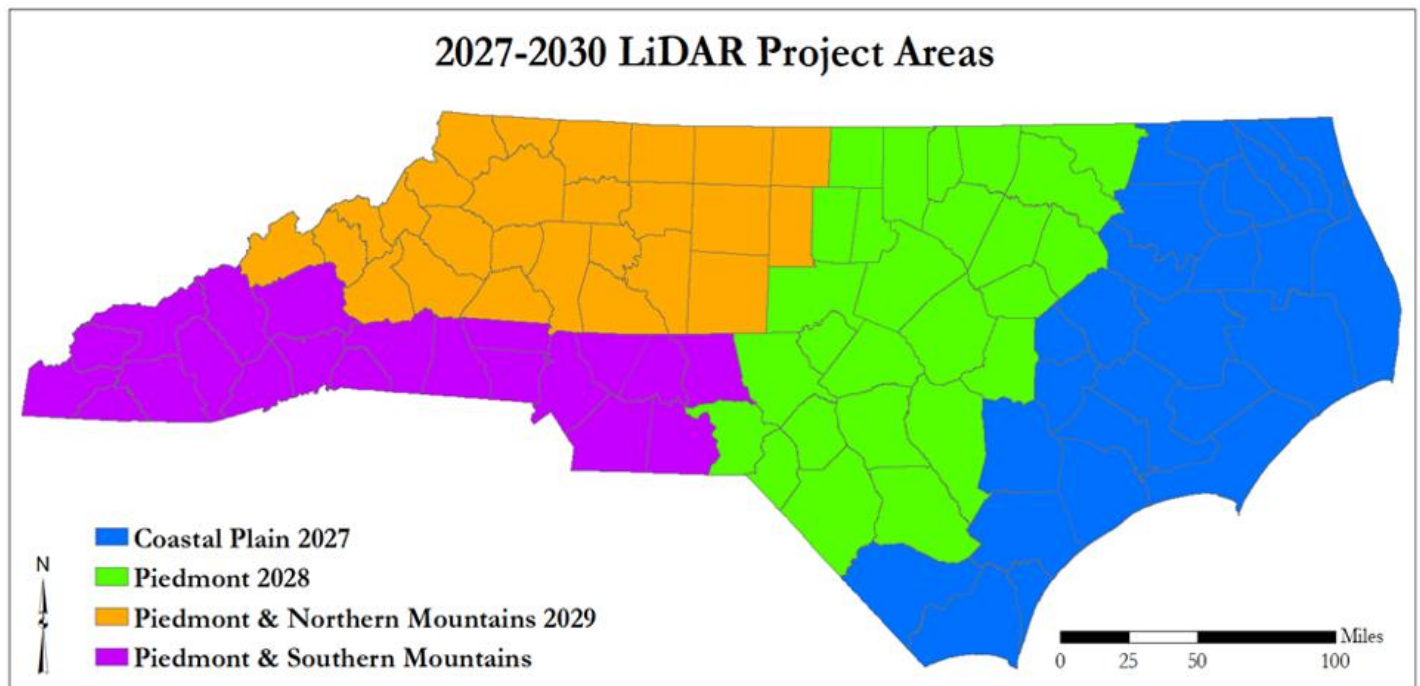
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1.0 PURPOSE AND BACKGROUND

The North Carolina Geodetic Survey (NCGS), which is administratively located in the Department of Public Safety/North Carolina Emergency Management/ Hazard Mitigation Program Support, intends to award multiple Qualifications-Based Selection (QBS) contracts to qualified private surveying firms (henceforth referred to as the “Vendor”). The scope of this request for qualifications covers the use of vendor owned equipment and staff to plan and perform airborne Lidar projects. The specifications for this project are the Quality-Level 1 (QL1) specifications currently defined in the most recent revision of the United States Geological Survey’s (USGS) Lidar Base Specifications (Lidar Base Specification 2022 rev. A) for the 3D Elevation Program (3DEP) USGS grant program.

The selection of vendors will be based on the (1) demonstrated competence, and without regard to cost in accordance with North Carolina General Statute 143-64.31 and (2) qualifications of the vendor for the professional services required. Thereafter, the State will negotiate a contract for the surveying services described herein 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. Through the IDIQ contract, HMPS and the newly selected firm will negotiate an overall general scope of surveying services to be provided in support of the State’s program. Then, the State will task services through issuing Delivery Orders under the contract as needed to successfully complete the program. Joint Ventures will not be permitted under this contract. Each Letter of Qualification submitted must designate a firm that will be solely under contract with, and report directly to, HMPS. This firm will be considered the prime firm and, as such, will be responsible for subcontracting with and managing its project team member firms. The project team member firms (subcontractors) will also be subject to HMPS approval and held to the Terms and Conditions defined by the State of North Carolina.



Priority order (when funding is available) of project phases is:

- Coastal Plain
- Piedmont
- Piedmont and Northern Mountains
- Piedmont and Southern Mountains

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within forty-eight (48) hours of notification.

Proposals shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The Request for Qualification is comprised of this RFQ document, any attachments, and any addenda released before the deadline for responses to this RFQ. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Vendor may attach its Letter of Qualifications to this RFQ for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor’s LOQ shall be disregarded and shall not be considered a part of any contract arising from this RFQ. Any attempt to delete or avoid the force of the previous sentence shall render Vendor’s proposal invalid, and it shall not be considered.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at (click on link): [Home Page | NC eProcurement](#)

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site (click on link): [Vendor Training | NC eProcurement](#)

NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions and/or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the RFQ QUESTIONS Section. If the State 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 may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to

further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor 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 proposal as nonresponsive.

RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	August 24, 2026
Submit Written Questions	Vendor	September 2, 2026
Provide Response to Questions	State	September 7, 2026
Submit Proposals	Vendor	September 15, 2026 by 2:00 pm EST Microsoft Teams meeting Join: https://teams.microsoft.com/meet/256175431027965?p=qINIXKL4nejFBgguzH Meeting ID: 256 175 431 027 965 Passcode: 2sD3VN75
		Need help? System reference Dial in by phone +1 984-204-1487,,910783729# United States, Raleigh Find a local number Phone conference ID: 910 783 729# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 092 244 4 More info
Contract Award Notification	State	As soon as applicable after submission
Delivery Orders Negotiated with Best Qualified Firm(s) and Awarded	State	Ongoing as needed

RFQ QUESTIONS

Upon review of the RFQ documents Vendors may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter “**RFQ #: 19-RFQ- 2368778864-TMM – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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

LETTER OF QUALIFICATIONS SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late Letters of Qualifications, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its Letter of Qualifications has been received as described in this RFQ by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Proposal requirements.

Vendor’s LOQs for this procurement vehicle must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: [Vendor Training | NC eProcurement](#)

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time responses are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. Only Letters of Qualifications submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the LOQ, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

E-MAILING

In response to this Request for Qualifications, proposals may be submitted via e-mail to Melissa Teen at Melissa.Teen@ncdps.gov. Submission by any means shall include this RFQ, as provided in Section 2.6. If information needs to be redacted, provide a separate response titled redacted copy with the submission.

Vendors shall deliver to the address identified in the table above one (1) original, two (2) copies and one (1) electronic copy (un-redacted) of its executed proposal on a flash drive, and, if required for confidentiality, one (1) redacted copy of its proposal (with all marked proprietary and confidential information redacted) on a separate flash drive. Clearly mark on the electronic media whether it contains a redacted or un-redacted copy.

Clearly mark each package with: (1) Vendor name; (2) the RFQ number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. File contents **shall NOT** be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

Failure to submit a response proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFQ. It is important that all Vendors responding to this RFQ periodically check the State's IPS website for any Addenda that may be issued prior to the RFQ opening date. All Vendors shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFQ other than the State Contract Lead named on the face page shall constitute grounds for rejection of said Vendor's proposal at the State's election.

PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

The below items are required to be submitted by the Vendor; failure to include any of the below items may result in rejection of the Vendor's proposal:

a) Signed Documentation

Completed and signed version of EXECUTION PAGE (page 1 of this RFQ), along with the body of the RFQ as outlined. Vendors must execute and acknowledge that they have read, understood and will be bound by all provisions and requirements set forth in this RFQ and all Attachments.

b) Cover Letter

A cover letter shall be included from the Vendors interested in the project. The letter is limited to 2 pages and shall contain the following information:

- i. Expression of firm's interest in the project.
- ii. Overview of project team members (subcontractors) and the members' proposed roles on the project.
- iii. Statement regarding the firm's and team members' potential conflicts of interest for this project.
- iv. Summation of information contained in the Letter of Qualification.
- v. Listing of any civil or criminal indictments, guilty pleas, or convictions of offenses involving the Vendor or any principal within the past 5 years.
- vi. Vendor's project contact person, address, telephone number, FAX number, and email address.

c) Qualification Requirements

This section shall contain information specifically addressing the Evaluation Criteria as outlined in Section 3.4

- i. Understanding of project approach.
- ii. Identification of project personnel qualifications as related to this project.
- iii. Overview of any innovative approaches to be used.
- iv. List of equipment (field and office) and software that is available for use on this project.
- v. Present and projected workload and manpower availability, including that of teaming subcontractors.

d) Supporting Documentation

This section shall contain the following information:

- i. Organizational chart of the proposed team for the project, defining prime firm and subcontractors.
- ii. One-page resumes of key personnel to be used on the project and their anticipated role (include professional registration information, such as license numbers). The Vendor agrees that it shall not substitute key personnel assigned to the performance of the Contract without prior notification to the Contract Lead. The individuals designated as key personnel for purposes of the Contract are those specified in the Vendor proposal.
- iii. Overall summary of personnel to be assigned by discipline and professional licensing.
- iv. Documentation that the Professional Land Surveyor in responsible charge of the work is a licensed Professional Land Surveyor in the State of North Carolina in good standing with the North Carolina Board of Examiners for Engineers and Surveyors.
- v. Documentation that prime and subcontractors that are proposed to be performing land surveying are licensed in the State of North Carolina in good standing with the North Carolina Board of Examiners for Engineers and Surveyors in accordance with Chapter 89C of the North Carolina General Statutes.
- vi. Documentation that the prime firm and any of its corporate subsidiaries to be used on the program, as well as all team members, are properly registered to do business in North Carolina with the Office of the Secretary of State.
- vii. Letters of commitment for the program from the proposed subcontractors.

- viii. The following sections from the Vendor's written and current standard operations procedures manual for field personnel: 1). Table of Contents 2). Chapter on Field Study. If neither document is available, so state.
- ix. 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 ability to perform an aerial imagery QC survey that meets or exceeds the accuracy requirements of this project.

- e) **Section 4.2 Financial Stability**
- f) **Section 4.4 Vendor Experience**
- g) **Section 4.5 References**
- h) **Section 5.0 Scope of Qualification**
- i) **All Attachments to this RFQ, including signatures, where indicated**
- j) **Signed receipt pages of any addenda released in conjunction with this RFQ.**

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFQ:

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM / ADDENDA:** When the terms, conditions, specifications, responses to inquiries from Vendors and/or scope(s) of work are changed, removed, and/or added prior to the public opening of the proposals, an addendum addressing the nature of such change(s) will be issued in writing by DPS Purchasing & Logistics. When required, Vendors must sign and include an addendum and include it in the proposal. Failure to sign and return this type of addendum will, in most cases, result in the rejection of the proposal.
3. **AMENDMENT:** a document issued to supplement the original solicitation document.
4. **AUDIT:** The contract(s) awarded pursuant to this RFQ are subject to audits by state and federal agencies and/or their authorized independent auditors. The auditors may conduct reviews and audits of contract performance, financial and/or forensic/fraud audits.
5. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid/proposal, made in response to a request by the issuing agency.
6. **BASE FLOOD ELEVATION (BFE):** The elevation shown on the Flood Insurance Rate Map (FIRM) that indicates the water surface elevation resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.
7. **BRIC:** Building Resilient Infrastructure and Communities
8. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
9. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
10. **CONTRACT ADMINISTRATOR:** Representative of the Department of Public Safety responsible for providing daily technical oversight of the contract and making sure the Vendor performs according to the technical requirements of the contract.
11. **CONTRACT LEAD:** Representative of the AGENCY identified on the first page of this solicitation document who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.

12. CONTRACT OFFICER: Representative of the Department of Public Safety who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
13. CONTRACTOR or CONTRACTORS: The Contractors, firms, or vendors that submit proposals in response to this Request for Qualification.
14. CTP: Cooperating Technical Partner
15. CTS: Cooperating Technical State
16. DELIVERY ORDERS: Specific, written authorization to perform the task(s) listed therein after the Vendor has been deemed "Qualified" under a Request for Qualifications and when directed by NCEM-HM to do so.
17. DESIGN FLOOD ELEVATION (DFE): The regulatory flood protection elevation adopted by the local community equal to the base flood elevation plus freeboard and wave action, if applicable.
18. DPS: Department of Public Safety
19. E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.
20. FEMA: Federal Emergency Management Agency.
21. FFE: First floor elevation of a structure. Depending on the flood zone, the FFE may be taken as the top of the first-floor system or the bottom of the lowest structural member within the first-floor system.
22. FMA: Flood Mitigation Assistance
23. FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid/proposal, but no amount or charge not included as part of the total bid/proposal price will be paid.
24. FRIS: North Carolina's Flood Risk Information System: (fris.nc.gov)
25. HM: Hazard Mitigation
26. HMPS: Hazard Mitigation Program Support
27. IDIQ: Indefinite Delivery, Indefinite Quantity
28. IFB: Invitation for Bids/Proposals (a type of solicitation document)
29. IPS: Interactive Purchasing Service
30. LETTER OF QUALIFICATIONS: The vender response/ submittal to the Request for Qualifications.
31. LOT: A grouping of similar products within this solicitation document.
32. MAY: Denotes that which is permissible, not mandatory.
33. NCEM: North Carolina Emergency Management
34. OFFER: the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
35. OFFEROR: the single legal entity submitting the offer. The term Bidder/Proposer is used interchangeably with the term Offeror. See bidding/proposal provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
36. ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
37. OPENING DATE: Responses will only be accepted up until the specified time and date listed in the bid/proposal and then publicly opened. NO responses will be opened after that time and date.
38. PLS: Professional Land Surveyor, licensed in the State of North Carolina.
39. PRINCIPAL PLACE OF BUSINESS: The principal place from which the overall trade or business of the Vendor is directed or managed.
40. PROJECT MANAGER: The Vendor shall designate, and make available to the State, a project manager. The project manager shall be the Vendor point of contact to the State for contract related issues and issues concerning performance, progress review, scheduling, and service.
41. QA/QC: Quality Assurance and Quality Control. Corrective or preventative measures taken to identify and prevent issues and /or non-compliant work.

- 42. QUALIFIED PROPOSAL: The proposal's compliance with mandatory submission requirements such as the correct number of copies, authorized signatures, and proof of insurability, as required in response to this RFQ.
- 43. REDACTED: Edited copy of the Vendor proposal response with Proprietary and/or Confidential information excluded/removed.
- 44. RESPONSIBLE: Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the solicitation.
- 45. RESPONSIVE: Refers to an Offer that conforms to the Requirements of the solicitation in all respects to be considered by the State for award.
- 46. RFI: Request for Information (a type of solicitation document that does not result in a contract)
- 47. RFP: Request for Proposals (a type of solicitation document)
- 48. RFQ: Request for Qualifications (a type of solicitation document); in the eProcurement system, RFQs are received through the Collaborative Requisitioning process
- 49. SCOPE OF WORK: The agreed upon duties and responsibilities of the contracted surveying firms resulting from this RFQ.
- 50. SERVICES OR SERVICE DELIVERABLES: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- 51. SHALL or MUST: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
- 52. SHOULD: Denotes that which is recommended, not mandatory.
- 53. SPECIAL FLOOD HAZARD AREA (SFHA): The land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. Also, an area having special flood, mudflow, or flood-related erosion hazards and appearing on a Flood Hazard Boundary Map or a FIRM as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V.
- 54. STATE: The State of North Carolina, including any of its sub-units and political subdivisions recognized under North Carolina law.
- 55. STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- 56. STATE DEPARTMENTS: Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller
- 57. THE CONTRACT: A contract resulting from or arising out of Vendor responses to this solicitation document.
- 58. UNREDACTED: copy of the Vendors proposal response unedited including all confidential and/or proprietary information
- 59. VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
- 60. WORK: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Vendor to fulfill the Vendor's obligations under the Contract.
- 61. YOU and YOUR: Offeror.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-64.31 and the evaluation criteria set out in this RFQ. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and award(s) will be made based on Vendors scoring.

While the intent of this RFQ is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more items, to not award any portion of the RFQ or to cancel this RFQ in its entirety without awarding a contract if it is considered to be most advantageous to the State to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFQ. Any Vendor with an E-Procurement Services account that is in arrears for 91 days or more at the time of RFQ opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

Each Vendor submitting a proposal to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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 purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting 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, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ, or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFQ SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum, the LOQ from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided proposals) will be evaluated.

3.4 EVALUATION CRITERIA

The evaluation of firms submitting for this work will be based on the following evaluation criteria. Whether the evaluation will consider the prime firm's qualifications only or also consider the proposed subcontractors is indicated in the description of each criterion. Additionally, the respective weight for each criterion is indicated in parentheses: **(TOTAL 100 Points)**

Proposal Narrative (80 Points)

The Vendor shall use this section to describe in documented narrative form how it provides its clients (present and former) with "best value" service, which means:

- a) Offering and performing high quality surveying according to standards and specifications equal to or exceeding in all respects those being requested by HMPS for this particular RFQ.
- b) Conducting all contracted work and delivering all contracted work products in a timely manner, at a reasonable cost, and within budget.
- c) Vendor's past experience performing aerial imagery quality control surveys.

This section shall include clear and convincing evidence to support all claims and statements:

- VENDOR EXPERIENCE per Section 4.4
- PROPOSAL CONTENTS per Section 2.7
- SCOPES OF SERVICES per Section 5.1
- CONTRACT TERM per Section 1.1

Supportive Information and Exhibits Per Section 2.6 (15 Points)

The Vendor shall describe/provide:

- Organizational chart for proposed project team
- Resumes of key personnel to be assigned; and their anticipated role (include professional registration information, such as license numbers)
- Summary of personnel to be assigned by discipline and professional licensing
- Vendor Operations Procedures Manual
 - Table of Contents
 - Chapter on Field Study
- Written or graphical evidence (e.g., project report,) demonstrating the Vendor's ability to perform the work required for this RFQ.

Financial Statement (5 Points)

Most recent annual balance sheet, income statement/statement of retained earnings and cash flow statement, or most recent statement of financial condition by an independent auditor per Section 4.2 FINANCIAL STABILITY.

In addition to providing the above, each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State/HMPS is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State/HMPS within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

It is the intent of NCEM-HMS-NGS to evaluate the proposals based on criteria defined above. Upon evaluation, a short list will be developed from firms scoring 90 or more of the available points.

The selection of Vendor(s) will be based on demonstrated competence and qualification for the professional services required without regard to cost in accordance with N.C. General Statute § 143-64.31. Thereafter, the State will negotiate a contract for the surveying and related services described herein with the best qualified firm(s).

Through the Indefinite Delivery/Indefinite Quantity (IDIQ) contract, North Carolina Emergency Management, Hazard Mitigation Support, North Carolina Geodetic Survey (NCEM-HMPS) and the selected Vendor(s) will negotiate an overall, general scope of surveying and mapping services to be provided in support of the State's program. Then, NCEM-HMPS may order services through issuing Delivery Orders under the contract as needed to successfully complete the program.

3.5 EVALUATION METHOD

The State reserves the right to waive any minor informality or technicality in LOQs received.

The State shall evaluate the Letters of Qualifications submitted in response to this RFQ to confirm that they meet the specifications and requirements. It is the intent of NCEM-HM to evaluate the proposals based on the criteria defined herein. Upon evaluation, a short-list will be developed from firms scoring 90 or more of the available points.

The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the Vendor's proposal. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

At their option, the evaluators may request oral presentations with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. The details of the presentations will be coordinated through the DPS Contract Officer. Short-listed firms requiring presentations will be notified in writing regarding the time, location, and format approximately one week prior to the presentation.

The selection of Vendor(s) will be based on demonstrated competence and qualification for the professional services required without regard to cost in accordance with N.C. General Statute § 143-64.31. Thereafter, the State will negotiate a contract for the surveying and related services described herein with the best qualified firm(s). Through the IDIQ contract, NCEM-HMPS and the selected Vendor(s) will negotiate an overall, general scope of surveying services to be provided in support of the State's program. Then, NCEM-HMPS may order services through issuing Delivery Orders under the contract as needed to successfully complete the program.

3.6 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State 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:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions

- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.7 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

- a) The Lidar specifications for this project are the Quality-Level 1 (QL1) specifications currently defined in the most recent revision of the United States Geological Survey’s (USGS) Lidar Base Specifications (Lidar Base Specification 2022 rev. A) for the 3DEP USGS grant program.

Technical Specifications

The project deliverables would conform to the USGS product specification for Lidar and derived products in effect at the time of project data acquisition. As of this writing, the current version of the USGS Lidar Base Specification as posted on the USGS “[Lidar Base Specification Online](https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-online)” website (<https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-online>) is **2023 rev. A**.

In brief, the collection would entail the following:

Table 3. The North Carolina Lidar classification scheme of 12 categories, 2 of which are optional.

- Aggregate nominal pulse density ≥ 8 pls/m²
- Aggregate nominal post spacing of ≤ 0.35 m
- Vertical accuracy of 10 cm (3.36 inch) RMSEz
- 3.125-foot, 10-foot, and 20-foot DEMs in GeoTIFF format
- Metadata
- Intensity images
- A 500-meter buffer zone that would extend into the bordering North Carolina counties as well as the bordering South Carolina and Virginia counties.
- LAS files would be delivered in the ASPRS version in effect at the time of the GPSC task order. The current version is 1.4-R15 format (<https://www.asprs.org/divisions-committees/Lidar-division/laser-las-file-format-exchange-activities>). The LAS files would have 10 levels of Classification and an optional 2 levels of additional Classification (Table 3).

Code	Description
1	Unclassified
2	Ground
3	Low Vegetation
4	Medium Vegetation
5	High Vegetation
6	Building (automated)
7	Low Point (Noise)
9	Water
11	Road Surface (optional)
17	Bridge Deck (optional)
18	High Noise
20	Ignored Ground (breakline proximity)
64-255	User Definable

For more information about our proposed project, please read the details below:

- **Raw Point Cloud Data**
 - Compliant LAS v1.4-R15
 - Delivered in statewide 2,500 ft x 2,500 ft tiling scheme (approximately 14,400 tiles)
 - Metadata to FGDC standards
 - Georeferenced information included in all LAS file headers
 - GPS times would be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return
 - Intensity values
 - Full swaths, all collected points to be delivered
 - 1 file per swath, 1 swath per file, file size not to exceed 2GB
- **Classified Point Cloud Data**
 - Compliant LAS v1.4-R15
 - Georeferenced information would be included in the LAS header
 - GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return
 - Intensity values
 - Tiled delivery, without overlap
- **Bare Earth Surface (Raster DEM)**
 - DEMs at three cell sizes: 3.125-ft, 10-ft, and 20-ft delivered in GeoTIFF format.
 - Georeferenced information would be included in raster file.
 - Tiled delivery, without overlap.
 - DEM tiles would show no edge artifacts or mismatch.
 - Void areas (i.e., areas outside the project boundary, but within the tiling scheme) would be coded using a unique "NODATA" value. This value would be identified in the appropriate location within the file header.

- Depressions (natural or man-made sinks) would not be filled (as in hydro-enforcement).
- Water bodies (ponds and lakes), wide streams and rivers (“double-line”), and other non-tidal water bodies would be hydro-flattened (hydro-corrected) in GeoTIFF format in 3.125-ft, 10-ft, and 20-ft raster sizes.
- **Countywide Bare Earth Surface (Raster DEM) (optional)**
 - Countywide DEMs at five cell sizes: 1-ft, 3.125-ft, 10-ft, 20-ft, and 50-ft in Environmental Systems Research Institute (ESRI) Grid Format.
 - Delivered as a single ESRI file geodatabase containing the corresponding hydro model and tile layout feature classes as well.
 - Shall include a 5000-foot buffer around the county boundary (or the equivalent of two 2500-ft2 Lidar tiles) when possible.
- **Intensity Images**
 - Gray scale, 8-bit, GeoTIFF format, 10 ft raster cell size (Figure 8)
- **Breaklines**
 - Hydro breaklines files to USGS specs (2 acres or 100 ft across), Esri shapefile format
- **Road Edge of Pavement (optional)**
 - High detail road edge of pavement polygon in Esri shapefile format
 - Collect road edge polygons delineating the edge of pavement along all road surfaces contained within the State’s “RomeLrs” seed file.
 - High detail bridge deck collection classified as found during the road collection.
- **Buildings (optional)**
 - Building change detection analysis and provide an updated S_BUILDING feature class file for each of the 19 Phase 3 counties.
 - Utilize the latest S_BUILDING dataset in order to make updates based on the newly collected and classified Lidar data.
- **Terrain Datasets by County**
 - Countywide terrains stored as individual file geodatabase format.
 - LiDAR LAS file bare earth points, as multipoint features, will be embedded into the terrain and hard clipped to the current State County boundaries.
 - Any hydro breaklines developed as part of the project will also be included within the terrain.
- **Tiling Scheme**
 - Data tiled to the North Carolina statewide seamless tiling scheme created from the 10,000 ft x 10,000 ft grid specified in the “<https://it.nc.gov/documents/files/north-carolina-technical-specification-Lidar-base-mapping>” (<https://it.nc.gov/documents/files/north-carolina-technical-specification-Lidar-base-mapping>).



Figure 8. An example of an intensity image.

The new tiling scheme is 2,500 ft x 2,500 ft, which would allow for easier use based on the size of the data.

- **Independent QA/QC Report**

- Validation of the data includes vertical quality control with independent surveyed control points collected within each county; automated checks of density; road comparisons against existing road lines; point density comparisons within class, such as noise points misclassified; and road classification validation. Quality control would be completed referencing the USGS product specification for Lidar and derived products in effect at the time of the GPSC task order. As of this writing, the current version of the USGS Lidar Base Specification as posted on the USGS “[Lidar Base Specification Online](https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-online)” website (<https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-online>) is **2022 rev. A** and the current vertical accuracy table is posted on “[Lidar Base Specification: Tables](https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-tables)” webpage (<https://www.usgs.gov/core-science-systems/ngp/ss/Lidar-base-specification-tables>) (Table 4).

Table 4. Absolute vertical accuracy in meters (m) for Lidar data and digital elevation models for the following:

- RMSE_z: Root mean square error in z
- NVA: Nonvegetated vertical accuracy
- VVA: Vegetated vertical accuracy

Quality Level	RMSE (Nonvegetated Area) (m)	NVA at the 95-Percent Confidence Level (m)	VVA at the 95th Percentile (m)
QL0	≤ 0.050	≤ 0.098	≤ 0.15
QL1	≤ 0.100	≤ 0.196	≤ 0.30
QL2	≤ 0.100	≤ 0.196	≤ 0.30
QL3	≤ 0.200	≤ 0.392	≤ 0.60

- **Project Timeline:**

Lidar data collection will be performed during leaf-off conditions (January – March). The estimated delivery dates for the processing, classification and all products would proceed as follows (Table 5):

Table 5. The estimated delivery dates for the processing, classification and all products and deliverables.

When the Acquisition phase is actually conducted	Delivery Dates	
	Processing calibration and classification would be delivered on an incremental schedule until the beginning of:	All products and deliverables should be available by beginning of:
January-March	November -December of the same year as data acquisition	February (of the following year of acquisition)

Note: Quality control would be performed with all deliverables.

- b) All surveys using GNSS methods and equipment shall 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>). In addition, reporting methodology in Table 2.1, surveys will meet or exceed:
- 3-centimeter (0.030 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
- c) All surveys using traditional methods and equipment [e.g., an electronic total station (ETS)] shall 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.
- d) All survey work shall 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)
Geoid Model: Geoid18

e) Equipment

- i. Vendor shall 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), quantity, condition, and accessories.
- ii. Environmental or Regulatory Constraints
The Vendor shall comply with all applicable Federal (including OSHA) and State laws, rules, and regulations regarding environmental, safety, and other regulatory constraints. All survey work shall be performed in a manner consistent with the natural environment of the area. It is the State HMPS’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.
- iii. Tasks and Types of Work/Survey Method for Airborne Lidar Project
Types of work shall include, but are not restricted to:
Airborne Lidar data collection, processing, calibration, generation of models, quality control, final deliverables, and a final report signed and sealed by a NC licensed Professional Land Surveyor.

The Lidar specifications for this project are the Quality-Level 1 (QL1) specifications currently defined in the most recent revision of the United States Geological Survey’s (USGS) Lidar Base Specifications (Lidar Base Specification 2022 rev. A) for the 3DEP USGS grant program

Airborne Lidar Collection Conditions

- Atmospheric Conditions
 - Cloud and fog-free between aircraft and ground.
- Ground Conditions
 - Snow and ice-free; although very light un-drifted snow may be acceptable in special cases, with prior approval.
- Freshwater/Hydrography Conditions
 - Collection shall target low-flow discharge conditions. No unusual flooding or water inundation should be present.
- Vegetative Conditions
 - Leaf-off vegetation conditions are required. Penetration to the ground shall be adequate to produce an accurate and reliable bare-earth surface for QL1 specifications

Ground Control Surveys

- Notifying the landowner when ground control points are located on private property
- Performing surveys to position (horizontally and vertically) the assigned ground control points
- Collecting and reporting metadata for each ground control point
- Documenting completely, accurately, concisely, and clearly all survey tasks using appropriate work products, which includes a complete narrative report of survey

Milestones/Timeline

- A project kick-off meeting will be scheduled with the qualified vendor(s) to review the timeline and scope of work for the project. Weekly project meetings will be held to monitor the progress of the project.
- Vendor(s) will provide the HMPS team a schedule for airborne Lidar data acquisition and mission planning information. Maintenance of the Continuously Operating Reference Station (CORS) will be performed prior to data acquisition to ensure that all CORS in the project area is operational and available to support data acquisition (airborne Lidar and ground control surveys). Vendor(s) will perform Airborne Lidar collection in leaf off conditions and ground control surveys will be performed.
- Vendor(s) will complete data collection, begin processing and completing internal quality control of the airborne Lidar data.
- Vendor(s) will perform calibration to account for sensors systematic errors, perform raw point cloud generation, create LAS files, break the project into tiles, classification, modeling, internal quality control, and generate final deliverables at the Raleigh validation range.
- Vendor(s) will provide Incremental deliveries to both North Carolina Department of Transportation (NCDOT) and HMPS for Quality Assurance (QA)/Quality Control (QC).
- Independent quality control survey data will be collected and used to perform analysis of the vendor(s) products for positional accuracy to confirm that the final deliverables meet the 3DEP QL1 standards. Visual quality control will be performed on the vendor(s) deliverables.
- Vendor(s) will work with NCDOT and HMPS to reconcile QA/QC issues.
- Vendor(s) will provide final deliverables to NCDOT and HMPS
- Once all quality control procedures have been completed and the vendor(s) deliverables meet the project requirements, the project will be approved and finalized.
- Vendor(s) project evaluations will be performed
- NCDOT and HMPS will implement a data management/data archival plan and implement the plan.
- NCDOT and HMPS will schedule a project close out meeting and develop a final project report.

4.1 INVOICES

The Vendor shall submit invoices for prescribed milestones associated with specific Delivery Orders to NCEM-HMPS itemizing the services actually performed in accordance with the agreed upon Delivery Order pricing. NCEM-HMPS shall pay the appropriate invoice amount within thirty (30) days of receipt, subject to NCEM-HMPS review and approval of the Delivery Order work satisfactorily performed. In accordance with 1 NCAC 5B.1521, NCEM-HMPS shall withhold five (5) percent (5%) from the amounts to be paid to the Vendor on each respective Delivery Order. The amount withheld shall be paid to the Vendor upon the Vendor'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.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women Vendors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor 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.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Vendor and its personnel may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. The State of North Carolina, as described in Governor Cooper's Executive Order 158, Furthering Fair Chance Policies in State Government Employment (August 18, 2020) is committed to eliminating discrimination against persons who have criminal records. The State will not disqualify a Vendor from participating in a contract merely based on the criminal history of the Vendor, including its officers or directors, or any of its employees or other personnel providing Services on a project, unless that criminal history impedes the Vendor's ability to perform the contract, or if State or federal law prohibits contracting with Vendors with certain criminal convictions. The Vendor is encouraged to extend these considerations to employees, subcontractors, and suppliers.

NCEM-HM may require the Vendor, its executive officers, its senior management personnel, and/or subcontractors to provide or undergo background checks at Vendor's expense prior to beginning work or at any time during the period of performance. When requested, as part of a requested background check, the Vendor must provide NCEM-HM with information for:

- a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees

or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;

b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;

c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none;

e) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor’s responses to these requests shall be considered to be continuing representations, and Vendor’s failure to notify NCEM-HM within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this contract.

4.7 PERSONNEL

Vendor 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. Vendor 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 the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the

Service and deliverables under a resulting 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, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATIONS

The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled “Insurance”, should be increased from the minimums stated.

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

Additional insurance coverage amounts for this Solicitation are as follows:

Aviation – The Vendor and any subcontractor(s) actually performing aviation services pursuant to this solicitation document or Contract shall maintain adequate aviation liability insurance, to include liability coverage, covering all owned, hired and non-owned unmanned, fixed wing and rotary aircraft, used in connection with this solicitation document or Contract.

Coverages not changed here remain as stated in the General Terms and Conditions.

5.0 SCOPE OF QUALIFICATIONS

5.1 SCOPE OF SERVICES

The Vendor performing the work must be a Professional Land Surveyor (PLS) in the State of North Carolina. Any Vendor wishing to be considered must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors (NCBEES) and the Office of the Secretary of State.

Any Vendor proposing to use corporate subsidiaries must include a statement that these companies are properly registered with NCBEES and the Secretary of State. It will be the responsibility of the prime Vendor to verify the registration of any corporate subsidiary prior to submitting a Letter of Qualifications (LOQ).

Each Vendor must have the financial ability to undertake the work and assume the liability. Each selected Vendor will be required to furnish proof of sufficient Professional Liability Insurance coverage as determined by HMPS (See Attachment B, Section 14). Each Vendor must have an accounting system to identify costs chargeable to the project.

The method of payment for the QC survey projects will be a negotiated total cost for each work assignment. HMPS-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.

Vendors are cautioned that this RFQ is a request for qualifications only. It is not a request to contract. Therefore, the State/HMPS reserves the unqualified right to reject any and all LOQs when such rejection is deemed to be in the best interest of the State/HMPS.

NOTE: This procurement will be conducted under the provisions of North Carolina General Statute 143-64.31 (click on link) [G.S. 143-64.31](#), which states in part:

“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 contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm”.

DELIVERABLES

- a) Describe the Vendor’s capability to produce the required survey products and 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
- b) The Vendor shall furnish HMPS with digital formats of any or all of the following survey products as specified and requested by HMPS:
 1. Weekly project status reports:
 - i. Emailed to the Technical administrator, Gary Thompson (gary.thompson@ncdps.gov), by 5:00 pm on the following Monday.
 - ii. Subject heading format: “CAIQC: Weekly report [start MM/DD – end MM/DD] from [Firm name]”
 - iii. Ex. CAIQC: Weekly report (05/31 – 06/05) from XYZ Surveyors, Inc.
 - iv. Message content: Brief summary of the project’s status and the week’s activities.
 2. Recovery and field notes for any geodetic monuments used in the project
 3. All deliverables detailed in each work phases delivery order
 4. Signed and sealed complete and accurate report of work performed

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

5.2 DELIVERY ORDERS AND REPORTING

The individual Delivery Orders will identify the specific scope of work, products to be delivered, standards to be met, and schedule for completion. Delivery Orders may require interaction and outreach to local communities and the public by the Vendor. The prime firm will also be required to assist NCEM-HM in providing project updates and presentations to the North Carolina General Assembly and other interested parties.

The Vendor Project Manager shall immediately notify the Contract Administrator/Technical Administrator if a change in scope, schedule or budget is necessary. A Special Problem Report (SPR) may be required for a Delivery Order modification. Special Problem Reports (SPRs) that do not result in a change in costs (No Cost SPRs) will be assigned and designated a number beginning with 9XX (i.e., 901, 902, etc.) that will appear on the SPR form. Contractual changes that include cost changes and period of performance changes will be assigned and

designated a number beginning with 001, 002, etc. that will appear on the SPR form. It is Vendor/Contactor's responsibility to track the Period of Performance for invoicing purposes. The SPR form is Attachment L.

5.3 DIGITAL DATA

In general, all digital data shall be compliant with current DPS- NCEM-HMPS standards. All analyses shall be conducted in accordance with the HMPS's guidelines and specifications as well as FEMA specifications and regulations at the time the Delivery Order is initiated.

Vendor or subcontractors using third-party proprietary software to produce deliverables under any Delivery Order shall determine whether such software may be necessary for the State to use the deliverables, and if so, the Vendor shall determine the costs, and specifically identify the software and costs in their proposal. Vendor and subcontractors shall also identify any third-party software that may be sublicensed by Vendor to the State together with any costs necessary to provide NCEM-HMPS 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, Digital Elevation Models, Digital Flood Insurance Rate Maps, information technology, and software.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFQ and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 LICENSING REQUIREMENTS

The Professional Land Surveyor in responsible charge of the work must be a licensed Professional Land Surveyor in the State of North Carolina and must have good professional standing with the North Carolina Board of Examiners for Engineers and Surveyors. Also, the Vendor, any of its corporate subsidiaries proposed to be used on the project, and all proposed subcontractors on its team wishing to perform the engineering and/or land surveying work must be properly licensed to practice in the State of North Carolina as required by Chapter 89C of the North Carolina General Statutes. Additionally, the Vendor, any corporate subsidiaries to be used on the project, and subcontractors must be properly registered with the Office of the Secretary of State. All work product deliverables of Professional Land Surveyors must bear an appropriate seal consistent with N.C.G.S §89C-16.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Contract Manager Point of Contact	
Name:	
Office Phone #:	

Mobile Phone #:	
Email:	

Technical Administrator and Contract Administrator

Gary Thompson, PLS
NC Department of Public Safety
North Carolina Emergency Management
1636 Gold Star Drive
Raleigh, NC 27607
Gary.Thompson@ncdps.gov

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ways to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Administrator weekly or on an as needed basis during employment operations. This report shall include but not limited to, information concerning occupancy, work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.5 ACCEPTANCE OF WORK

NCEM-HMS-NCGC will review all work prepared by vendor and will work with vendor to assure that final documents meet all NCEM and FEMA requirements for approval. NCEM-HMS-NCGC shall transmit to vendor any comments or required revisions identified by FEMA during their review. Vendor will respond and revise for NCEM review prior to final submission to FEMA.

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Vendor Administrator or Technical Administrator. NCEM-HMS-NCGC and the Vendor

will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Acceptance of work products shall be based on the following criteria:

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing, ten (10) calendar days following completion of such work or delivery of a 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 the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to 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 specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to THREE (3) months 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 or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor 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.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.9 ATTACHMENTS

All attachments to this RFQ are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

[Vendor Forms | NC DOA](#)

ATTACHMENT A: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[NC Instructions to Vendors](#)

ATTACHMENT B: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[NC General Terms & Conditions](#)

ATTACHMENT C: FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

Federal regulation 2 CFR Part 200, Appendix II which is incorporated herein by this reference, may be found here:

can be found at the following link: [2 CFR Part 200, Appendix II](#)

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor 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 The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES ☐ NO ☐

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor 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.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

- ☐ The Vendor 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: _____ (If no audit within past 18 months, explain reason below)

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor 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 The Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification, and Vendor shall notify the Contract Lead within 30 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 shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature_____
Date_____
Printed Name_____
Title

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

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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 an 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

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 Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions (Appendix A, 44 C.F.R. Part 18). Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: SF254 ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE

Complete and attach to Vendor's proposal Standard Form (SF) 254 ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE. Form SF 254 is located on the North Carolina State Construction Office website under FORMS and DOCUMENTS (click on link): [State Construction Forms & Documents | NC DOA](#)

ATTACHMENT J: SPECIAL PROBLEM REPORT FORM TEMPLATE

Special Problem Report #XX [Project Name]			
Description of affected area: (i.e. location, address), case #,etc.)		Approval Date:	/ /
Contract #		Submission Date:	/ /
Project Name		Amendment #	
Vendor:		☐ Preliminary ☐ Actual	
Affected Area:			
Cause of Problem:			
PROBLEM AREAS	SOLUTION AREAS	CONTRACT ACTION REQUIRED	
☐ Technical Coordination ☐ Discrepancies ☐ Unresolved ☐ Unrealistic Schedule ☐ Funding ☐ Subcontracting	☐ Revise Schedule ☐ Increase Funding ☐ Realign Funding ☐ Change Scope ☐ State Special Support	☐ Modification to change: ☐ Scope ☐ Schedule ☐ Level of Effort / Cost ☐ No Contract Action	
TASK(S) AFFECTED			
☐ Task # 1	Description		
☐ Task # 2	Description		
☐ Task # 3	Description		
DETAILED EXPLANATION:			
PROPOSED SOLUTION:			
APPROVED ACTION:			
SUBMITTED BY: (signature)		DATE:	
(print name):			
APPROVED BY: (signature):			
(print name)		DATE:	