

# REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

**Tracking Number:** 9.

**Date of Request:** April 7, 2008

**Date Request Received:** April 7, 2008

**Board Meeting Date Requested:** April 21, 2008

**Board Meeting Date Assigned:** April 21, 2008

**Short Title:** Resolution Authorizing The County To Enter Into A Contractual Agreement With The North Carolina Department Of Environment And Natural Resources For NCDENR To Purchase For \$17,067.77, A Copy Of The New Aerials That The County Is Acquiring.

- Request Status:**
- Request is proceeding to Board of Commissioners
  - More information is needed – see attached
  - Request on hold – no further information needed
  - Other:

**Background:** Quote from NCDENR's website "The cost of flying and producing high-resolution orthophotography (aerial photography rectified to the curvature of the earth) has been borne traditionally by local governments. Since 2005, the GICC (North Carolina Geographic Information Coordinating Council) has worked through state and federal government agencies to provide \$1 million in cost-share dollars for acquisition of this important data. The USGS National Geospatial Programs Office is the key partner in the coordination of federal resources for this effort." NCDENR has awarded 24 counties, including Pender, contracts to deliver this data. In return they will give Pender County \$17,067.77.

**Specific Action Requested:** Approve the contract that NCDENR has supplied so that when Pender receives the final aerial product Pender will then deliver the requested data to NCDENR in exchange for \$17,067.77. This amount will be placed in the the following line items:

Account #: 10-333000

Requested by: Erik Harvey  
 Department: Information Technology Department  
 Title: Informationtechnology Director  
 Contact Phone: 910-259-0222  
 Contact Fax: 910-259-1503

*(Administrative Use Only)*

**CONTRACT TYPE**

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
  - Federal Grantor
  - State Grantor
  - Grant or
- County as Grantor
  - County Funds
  - Other Funds:
- Revision
- For Equipment

**PURCHASING** Budgeted Item:  Yes  No  
 Date Rec'd:  Reviewed and Approved  
 Comments on Reverse

Date Sent: Signed:

**ATTORNEY**  Reviewed and Approved  
 Date Rec'd:  Legal Problem(s)  
 Comments on Reverse

Date Sent: Signed:

**FINANCE** Sufficient Funds  Available  
 Date Rec'd:  Not Available  
 Budget Amendment Necessary  
 Budgeted Amendment is Attached  
 Comments on Reverse

Date Sent: Signed:

**CLERK** Signature(s) Required:  
 Board Chairman/County Manager  
 Other:

Date Rec'd Approved by Board:  Yes  No  
 At meeting on

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

AM  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners that

the North Carolina Department of Environment and Natural Resources (NCDENR) contract is authorized in the amount of \$17,067.77. Pender County will deliver digital ortho imagery to the Center for Geographic Information & Analysis (CGIA). The County Manager/Chairman is authorized to execute any and all documentation necessary to implement this resolution.

Account #: 10-333000

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Williams \_\_\_ Tate \_\_\_ Blanchard \_\_\_ Brown \_\_\_ Rivenbark \_\_\_

\_\_\_\_\_  
J. David Williams, Jr., Chairman      03/21/08  
Date

\_\_\_\_\_  
Attest      03/21/08  
Date

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

xxxxx0329

CFDA CODE: 15.808

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of January, 2008, by and between **Pender County**, hereinafter referred to as "CONTRACTOR", and North Carolina Department of Environment and Natural Resources, hereinafter referred to as "DEPARTMENT";

W I T N E S S E T H:

THAT WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT a proposal for the performance of certain technical or professional services; and

WHEREAS, the DEPARTMENT desires to enter into a contract with the CONTRACTOR to perform the services set out in the proposal;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. The CONTRACTOR hereby agrees to perform, in a manner satisfactory to the DEPARTMENT, services to deliver digital ortho imagery to the North Carolina Center for Geographic Information and Analysis (CGIA) as described in **Attachment A**, which is incorporated as part of this contract.

2. The services of the CONTRACTOR are to commence on the 11<sup>th</sup> day of **January, 2008** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this agreement, but in any event, all of the services required hereunder shall be completed by the **31<sup>st</sup> day of May, 2009**.

3. The DEPARTMENT hereby agrees to pay the CONTRACTOR a sum of money not to exceed **SEVENTEEN THOUSAND SIXTY SEVEN DOLLARS AND SEVENTY SEVEN CENTS (\$17,067.77)**, said sum to be full and complete compensation for services rendered under this agreement.

(a) Payment for services will be made upon receipt and approval of invoice(s) from the CONTRACTOR documenting the costs incurred in the performance of work under this contract.

(b) All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated above.

(c) Invoices are to be submitted to the Contract Administrator at least quarterly. Final invoice must be received by the DEPARTMENT within 45 days after the end of the contract period.

(d) Amended or corrected invoices must be received by the Office of the Controller within six months after the end of the contract period. Invoices received more than six months after the end of the contract period will be returned without action.

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

5. Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, post office address, street address, telephone number and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number or email address of its Contract Administrator by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the CONTRACTOR'S compensation shall not be effective until approved through written amendments processed by the DEPARTMENT'S Division of Purchase and Services.

**Contract Administrators for Department & Contractor**

Department Contract Administrator	Contractor Contract Administrator
Center for Geographic Information & Analysis Attention: Jeffrey P. Brown 301 North Wilmington Street, Suite 700 Raleigh, North Carolina 27601 Telephone: 919-715-0712 Email: Jeffrey.p.brown@ncmail.net	Pender County Attention: Jerry Simmons 805 S. Walker Street Burgaw, NC 28425 Telephone: 910-259-0129 Email: simmonsj@pender-county.com

6. The CONTRACTOR shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department Contract Administrator.

7. None of the work to be performed under this contract which involves the specialized skill or expertise of the CONTRACTOR or his employees shall be subcontracted without prior approval of the Contract Administrator. In the event the CONTRACTOR subcontracts for any or all of the services or activities covered by this contract: (a) the CONTRACTOR is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the CONTRACTOR to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

8. The CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

9. The CONTRACTOR shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under this agreement, the DEPARTMENT shall there upon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR shall, at the option of the DEPARTMENT, become its property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The CONTRACTOR shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any breach of this agreement, and the DEPARTMENT may withhold payment to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due the DEPARTMENT from such breach can be determined.

11. This contract may be terminated by either party upon thirty (30) days notice given in writing by one party to the other. If the contract is terminated, all finished or unfinished documents and other materials shall, at the option of the DEPARTMENT, become its property. Termination of the contract by the CONTRACTOR shall not prohibit the DEPARTMENT from seeking remedy for additional costs consequential to the termination, which are incurred by the DEPARTMENT. If the contract is terminated by the DEPARTMENT as provided herein, the CONTRACTOR will be paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this agreement; for costs of work performed by subcontractors for the CONTRACTOR provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The CONTRACTOR shall repay to the DEPARTMENT any compensation he has received which is in excess of the payment to which he is entitled herein.

12. The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DEPARTMENT.

13. The CONTRACTOR shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the State has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of CONTRACTOR goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

14. The DEPARTMENT may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed under this agreement. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CONTRACTOR and the DEPARTMENT, shall be incorporated in written amendments to this contract.

15. Any information, data, instruments, documents studies or reports given to or prepared or assembled by the CONTRACTOR under this agreement may be published by the CONTRACTOR or its employees, or distributed by the CONTRACTOR to any other individual or organization. Prior to entering into an agreement to publish, or prior to publishing, the CONTRACTOR or its employees shall give the DEPARTMENT a reasonable opportunity to review any such proposed publication solely for the purpose of determining if the DEPARTMENT wishes to be given credit for its funding role in the preparation of any such information, data, instruments, documents, studies, or reports.

If the DEPARTMENT determines that it wishes to be given credit, then CONTRACTOR shall take all necessary steps to assure that credit is given by the publisher. Otherwise, the CONTRACTOR may proceed to enter into any agreement to publish, or may publish, but shall not acknowledge any participation by the DEPARTMENT.

16. The CONTRACTOR shall ensure that all publications produced as a result of this contract are printed double-sided on recycled paper.

17. Upon the entering of a judgment of bankruptcy or insolvency by or against the CONTRACTOR, the DEPARTMENT may terminate this agreement for cause.

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

19. The CONTRACTOR shall not assign or transfer any interest in this agreement.

20. No reports, maps or other documents produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

21. The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

22. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

23. The CONTRACTOR agrees that he shall be responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

24. The Contractor certifies that with regard to Debarment and Suspension, to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;

(b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

IN WITNESS WHEREOF, the CONTRACTOR and the DEPARTMENT have executed this agreement in four (4) originals, one (1) of which is retained by the CONTRACTOR and three (3) of which are retained by the DEPARTMENT, the day and year first above written.

**PENDER COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

William G. Ross, Jr., Secretary

By \_\_\_\_\_  
Contractor's Signature

By \_\_\_\_\_  
Department Head's Signature or Authorized Agent

\_\_\_\_\_  
Typed / Printed Name

Michael G. Bryant  
\_\_\_\_\_  
Typed / Printed Name

\_\_\_\_\_  
Title

Director, Division of Purchase & Services  
\_\_\_\_\_  
Title

WITNESS FOR CONTRACTOR:

WITNESS FOR DEPARTMENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Approved as to Form:

Attorney General of North Carolina

**ORIGINAL**

Scope of Work

As indicated in the attached proposal for cost-share services, Pender County will deliver digital ortho imagery to CGIA that meets the following specifications:

**Specifications Reference:** GICC/Land Records Management Program Specifications for Ortho Imagery. <http://www.ncgicc.com/Portals/3/documents/orthostand.pdf>

**Coverage:** Full coverage for one or more municipalities and counties.

**Compression:** None. Data must be in native format.

**Native Format:** GeoTIFF or TIFF with world file.

**Imagery Source Data:** Flights during leaf-off seasons.

**Imagery Type:** Natural color, leaf-off, cloud-free.

**Resolution:** 1-foot ground resolution/pixel or better.

**Projection:** NC State Plane (units in feet)

**Datum:** NAD83 (NSRS 2007)

**Horizontal Accuracy:**

Ortho Scale	Ground Resolution	ASPRS Limiting RMSE n X or Y
1" = 400'	1 foot	8.0'
1" = 200'	6 inch	4.0'
1" = 100'	3 inch	2.0'
1" = 50'	1.5 inch	1.0'

**Data Delivery:** On portable hard drive supplied by CGIA before May 31, 2009.

**Metadata:** Full, FGDC compliant metadata (one record per tile preferred).

**Elevation Data:** The elevation data used in geo-referencing the ortho images.

**Flight/Photo Index:** An ortho imagery index showing tiles with associated lettering/numbering system used in data delivery (prefer index in shapefile format).

**NC OneMap Inventory:** Register in the Inventory and/or update your account to include the new ortho imagery (<http://www.nc.gisinventory.net>).

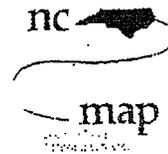
**NC OneMap:** Enable a connection to NC OneMap for public access. There are several options available. Contact CGIA for assistance.

**Distribution:** All deliverables to CGIA will be in the public domain and will be freely distributed to the general public without restriction through Geospatial OneStop, *The National Map*, and NC OneMap at a minimum.

**\*\*ALL WORK MUST BE COMPLETED BEFORE MAY 31, 2009\*\***



**NC OneMap  
Framework Ortho Imagery Collection 2007/2008  
Proposal**



**Completed proposal is due by 5:00 pm on October 31, 2007.  
For questions please call Jeff Brown, CGIA at (919) 733-2090.**

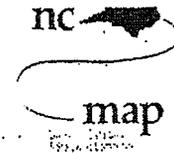
<b>1. County or City Name</b>		Pender County	
<b>2. Organization</b>			
Office/Agency Name	Pender County		
Federal Tax ID Number	56-6000329		
<b>3. Primary Contact</b>			
Name	Jerry Simmons		
Title	GIS Administrator		
E-mail Address	805 S Walker St		
Mailing Address	simmonsj@pender-county.com		
City	Burgaw	State	NC Zip 28425
Telephone	910-259-0129	Fax Number	910-259-1530
Web site	www.pender-county.com		
<b>4. Operating Officer Authorized to Execute a Contract if Assistance is Awarded</b>			
Name	Jerry Simmons		
Title	GIS Administrator		
E-mail Address	simmonsj@pender-county.com		
Mailing Address	805 S Walker St		
City	Burgaw	State	NC Zip 28425
Telephone	910-259-0129	Fax Number	910-259-1530
<b>5. Financial Officer for Receipt of Payment if Assistance is Awarded</b>			
Name	David McCole		
Title	Finance Office		
E-mail Address	mccoled@pender-county.com		
Mailing Address	805 S Walker St		
City	Burgaw	State	NC Zip NC
Telephone	910-259-1282	Fax Number	

RECEIVED

SEP 27 2007



**2007/2008 NC OneMap  
Framework Ortho Imagery Collection  
Proposal**



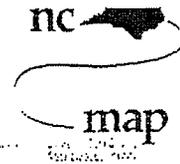
<b>6. Planned or Actual Flight Months for the Proposed Project (Check All That Apply)</b>	
<input type="checkbox"/> November 2006	<input type="checkbox"/> November 2007
<input type="checkbox"/> December 2006	<input checked="" type="checkbox"/> December 2007
<input type="checkbox"/> January 2007	<input checked="" type="checkbox"/> January 2008
<input type="checkbox"/> February 2007	<input checked="" type="checkbox"/> February 2008
<input type="checkbox"/> March 2007	<input type="checkbox"/> March 2008
<input type="checkbox"/> April 2007	<input type="checkbox"/> April 2008

<b>7. Current or Last Previous Orthos Were Flown in:</b>				
2004/2005	2003/2004	2002/2003	2001/2002	Other (Enter Flight Season):
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1998

<b>8. Proposed Project Details</b>				
Coverage (Jurisdictions)	Full County <input checked="" type="checkbox"/>	City Only <input type="checkbox"/>	Partial or Other <input type="checkbox"/>	
	Explain Partial / Other:			
Area of Coverage	Square Miles 875	OR	Acres	
Number of Tiles	1" = 400'	1" = 200' 1074	1" = 100'	1" = 50'
Estimated Total Cost of Ortho Project	\$ 120,000			
Estimated Delivery Date for Digital Orthos	November 1 2008			
Are you contracting flights in coordination with another county or city?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, which one(s)? Brunswick, Bladen & Robeson	



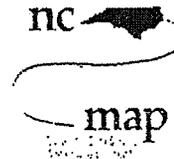
2007/2008 NC OneMap  
Framework Ortho Imagery Collection  
Proposal



<p><b>9. Deliverables</b></p>	<p>Please confirm by checking the box:</p> <p><input checked="" type="checkbox"/> Yes, our organization is willing and able to deliver the following to CGIA:</p> <p><b>Specifications Reference:</b> GICC/Land Records Management Program Specifications for Ortho Imagery. <a href="http://www.ncgicc.com/Portals/3/documents/orthostand.pdf">http://www.ncgicc.com/Portals/3/documents/orthostand.pdf</a></p> <p><b>Coverage:</b> Full coverage for one or more municipalities and counties.</p> <p><b>Compression:</b> None. Data must be in native format.</p> <p><b>Native Format:</b> GeoTIFF or TIFF with world file.</p> <p><b>Imagery Source Data:</b> Flights during leaf-off seasons.</p> <p><b>Imagery Type:</b> Natural color, leaf-off, cloud-free.</p> <p><b>Resolution:</b> 1-foot ground resolution/pixel or better.</p> <p><b>Projection:</b> NC State Plane (units in feet)</p> <p><b>Datum:</b> NAD83 (NSRS 2007)</p> <p><b>Horizontal Accuracy:</b></p> <table border="1"> <thead> <tr> <th>Ortho Scale</th> <th>Ground Resolution</th> <th>ASPRS Limiting RMSE n X or Y</th> </tr> </thead> <tbody> <tr> <td>1" = 400'</td> <td>1 foot</td> <td>8.0'</td> </tr> <tr> <td>1" = 200'</td> <td>6 inch</td> <td>4.0'</td> </tr> <tr> <td>1" = 100'</td> <td>3 inch</td> <td>2.0'</td> </tr> <tr> <td>1" = 50'</td> <td>1.5 inch</td> <td>1.0'</td> </tr> </tbody> </table> <p><b>Data Delivery:</b> On portable hard drive supplied by CGIA before May 31, 2009.</p> <p><b>Metadata:</b> Full, FGDC compliant metadata (one record per tile preferred).</p> <p><b>Elevation Data:</b> The elevation data used in geo-referencing the ortho images.</p> <p><b>Flight/Photo Index:</b> An ortho imagery index showing tiles with associated lettering/numbering system used in data delivery (prefer index in shapefile format).</p> <p><b>NC OneMap Inventory:</b> Register in the inventory and/or update your account to include the new ortho imagery (<a href="http://www.nc.gisinventory.net">http://www.nc.gisinventory.net</a>).</p> <p><b>NC OneMap:</b> Enable a connection to NC OneMap for public access. There are several options available. Contact CGIA for assistance.</p> <p><b>Distribution:</b> All deliverables to CGIA will be in the public domain and will be freely distributed to the general public without restriction through Geospatial OneStop, <i>The National Map</i>, and NC OneMap at a minimum.</p> <p><b>**ALL WORK MUST BE COMPLETED BEFORE MAY 31, 2009**</b></p>	Ortho Scale	Ground Resolution	ASPRS Limiting RMSE n X or Y	1" = 400'	1 foot	8.0'	1" = 200'	6 inch	4.0'	1" = 100'	3 inch	2.0'	1" = 50'	1.5 inch	1.0'
Ortho Scale	Ground Resolution	ASPRS Limiting RMSE n X or Y														
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1" = 50'	1.5 inch	1.0'														
	<p>Additional information or comments:</p>															



2007/2008 NC OneMap  
 Framework Ortho Imagery Collection  
 Proposal



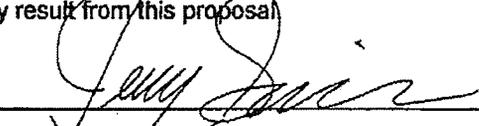
<b>10. Payment Option if Assistance is Awarded (select one)</b>	
Lump sum payment from CGIA after CGIA receives all project deliverables  <input type="checkbox"/>	One-half of payment from CGIA after ortho expenses are incurred and one-half at project completion  <input checked="" type="checkbox"/>

<b>11. Agreements shall be in accordance with the provisions of the following Federal circulars. (no attachment or signature required for this proposal)</b>	
OMB A-87	Cost Principles for State and Local Governments
OMB A-102	Uniform Requirements for Assistance to State and Local Governments
OMB A-128	Audits of State and Local Governments

<b>12. Sign and attach Federal certifications regarding lobbying, drug-free workplace and debarment</b>
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**IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED FOR FUNDING,  
 YOU MUST READ AND COMPLETE THE FOLLOWING:**

I have examined this application and accompanying instructions, and to the best of my knowledge, they are accurate and complete. The undersigned acknowledges that he/she has the authority to enter into a contract that may result from this proposal.

Signature of Applicant:   
 Typed / Printed Name: Jerry Simmons  
 Title: GIS Administrator  
 Date: 9/24/07

**Completed proposal must be received by 5:00 pm on October 31, 2007.**

Mail Proposal Form and Federal Certifications to:  
 Jeff Brown, Project Manager  
 Center for Geographic Information & Analysis  
 20322 Mail Service Center  
 Raleigh, NC 27699-0322

Address for hand delivery: 301 North Wilmington Street, Suite 700, Raleigh, NC

No fax or email applications will be accepted.

For more information, please call CGIA at (919) 733-2090.