STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

REQUEST FOR BIDS
Boundary line survey and Boundary marking

Section 1 – Overview and Schedule

*Note* – be sure to read and comprehend this document prior submitting a Bid.

A. Executive Summary

MANAGEMENT CONDITION & OBJECTIVES: The State of New Hampshire, Fish and Game Department (NHFG) is seeking bids from professional New Hampshire Licensed Land Surveyors for a complete closed boundary survey of two parcels that will create a new 3,181+/- acre wildlife management area. The properties are located in Newport, Croydon and Grantham, NH and shown on a map attached as Exhibit B.

MANAGEMENT SUMMARY: The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). In an effort to increase the area of conserved wildlife habitat and provide public access to these public resources the Department is working to purchase two parcels southwestern part of the state. The contractor is expected to begin the work shortly after approval by Governor and Executive Council.

B. Schedule

The following table provides a Schedule of Events for this RFB through contract finalization and approval. The NHFG Department reserves the right to amend this Schedule at its sole discretion and at any time through a published addendum.

<table>
<thead>
<tr>
<th>RFB Schedule</th>
<th>DATE</th>
<th>EST</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFB posted on Administrative services Website -</td>
<td>6/22/2018</td>
<td></td>
</tr>
<tr>
<td>RFB Inquiry Period Ends</td>
<td>7/3/2018</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Final Agency Responses to Proposer Inquiries</td>
<td>7/9/2018</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Final day to Submit Bids</td>
<td>7/20/2018</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Estimated review of Bids and grading</td>
<td>7/21/2018</td>
<td></td>
</tr>
<tr>
<td>Estimated Notification of Selection</td>
<td>7/22/2018</td>
<td></td>
</tr>
<tr>
<td>Estimated Governor &amp; Executive Council review for approval</td>
<td>8/25/2018</td>
<td></td>
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</tbody>
</table>

Section 2 - Description of Agency/Program Issuing the Request for Bids

As the guardian of the state's fish, wildlife and marine resources, the New Hampshire Fish and Game Department works in partnership with the public to conserve, manage and protect these resources and their habitats. NHFG’s role is also to inform and educate the public about these resources and provide the public with opportunities to use and appreciate these resources.

Section 3 – Proposed Scope of Work
Work under this contract must conform to the New Hampshire Code of Administrative Rules – Board of Licensure for Land Surveyors, Chapter Lan 100 Definitions, Organization and Public Information, Lan 503.04 Classifications of Real Property Surveys, Table 500.1, Geodetic Accuracy Standards (minimum positional tolerances of land property corners computed least squares adjustment at the 95% confidence level) for accuracy of directly occupied corners for R class (rural) survey. Reference to this information is found @ http://www.gencourt.state.nh.us/rules/state_agencies/lan100-500.html.

Work will consist of a complete closed perimeter boundary survey including a survey report, the setting of new monuments as needed and replacement of obliterated or missing boundary monuments. The contractor will also brush, blaze and paint boundary lines and boundary corners as well as post boundary signage at property boundary perimeter as described below.

In addition, provide two (2) hard copies of the formatted boundary plan on Mylar suitable for registry filing and two plan size copies of the final survey and a pdf. Also, a digital file in state plain coordinates of an acceptable format of the drawing plan in formatted sheet including the points file for all boundary corners and monuments in the drawing referenced by deed.

**Brushing, Blazing, Painting & Signage:**

a) All necessary materials, (i.e. paint, brushes, nails, signs) will be supplied by the New Hampshire Fish and Game Department. Upon completion of the project, unused materials are returned to New Hampshire Fish & Game Department.

b) The property line shall be brushed out approximately five feet (5’) horizontally, two and one half (2 ½’) feet each side of the line and six feet (6’) vertically removing brush, limbs, saplings, etc. so that the line is clearly visible.

c) Painting of boundary line blazes shall be rectangular in shape, and a minimum of 2” wide x 4” long. Blaze protocol: Paint blazes fore and aft are online trees, trees standing within two feet (2’) to the left or right of the line will be marked with ¾ side blaze painted, and on trees between two feet (2’) and four feet (4’) from the line a single painted side blaze facing the line. Painted blazes trees should not be further than thirty feet (30’) to forty feet (40’) apart (See Appendix A). **Old existing blazes found outside the allowable four feet (4’) limit of a side blaze should not be repainted.**

d) Orange paint will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in a thick consistency (not washy) completely covering the blaze.

e) Witness of Boundary corners: three separate witness trees will establish each corner. Each tree will have three painted blazes vertically aligned facing the corner. Boundary lines and corners must be clearly visible, at each corner intersecting boundary lines “heading to” and “leaving from” each corner monument. At approximately (10’) ten feet either side of boundary intersection/property corner signs are installed facing abutting property and perpendicular of the boundary line direction (See Appendix A).

f) State boundary signs (3” x 9”) will be installed approximately 250’ apart along all boundary lines. Important: **Nails used to post signs on live tress shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow and retain the boundary signage.**

g) Caution must be exercised when witnessing boundary lines that cross hiking/snow mobile trails at the property line. At these intersections, paint will be absent a minimum of fifty feet (50’) from the
trail intersection so users do not confuse the boundary line blazes for a trail witness. Property signs will be hung at trail intersections facing the abutting property to the WMA property. Signs will be fixed every 25’ for a total distance of 100’ left and 100’ right of the intersection along the boundary where blazes and paint are omitted.

**Report:**

a) Concise written report describing existing boundary conditions (i.e., possible boundary encroachments, and/or problem areas in need of higher order fieldwork) or any areas requiring additional work not included in the Scope of Work of this contract (i.e., obliterated boundary and/or corners, and irregularities of the boundary condition not consistent with the boundary plan requiring additional boundary work) (See sample report in Appendix).

b) Document coordinate locations of corners (DGPS/State Plane) on the provided property plan for at least one half of the total property corners/angle points of the property for the project area.

c) Contractor agrees to provide New Hampshire Fish and Game Department the necessary DGPS results (import/export format i.e. Auto-cad DXF or equal/Arc-view 10.x shape-files) or approved equal of all coordinate required positions of the property plan.

**Contract term:**

Contract will be in force upon Governor and Council approval through March 1, 2019. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.

*Note*: NH Fish & Game intends for the contractor to initiate the Scope of Work of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork on a large remote landscape. Also, this contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the “Contractor”.

**Payment:**

Payment of up to 50% (fifty percent) will be made during the contract period. Payment will be based on receipt and review of the preliminary (draft) survey plan with corner locations to be set identified, deed research post field data.

The final payment, remaining 50% (fifty percent) of the contract, will be made a contingent upon:

- the setting of required monuments, brushing, blazing, painting and signing;
- receipt of stamped Mylar property plans suitable for recording;
- copy of field notes with ACAD LLD .DXF & .DWG file or better in State Plane coordinate base.

The balance payment, by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required fieldwork and documentation/documents in Scope of Work. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.

**Summary:**

Work under this contract must conform to the New Hampshire Code of Administrative Rules – Board of Licensure for Land Surveyors, Chapter Lan 100 Definitions, Organization and Public Information, Lan 503.04 Classifications of Real Property Surveys, Table 500.1, Geodetic Accuracy Standards
(minimum positional tolerances of land property corners computed least squares adjustment at the 95% confidence level) for accuracy of directly occupied corners for R class (rural) survey. Reference to this information is found @ http://www.gencourt.state.nh.us/rules/state_agencies/lan100-500.html.

**Work will consist of a complete closed perimeter boundary survey including a survey report, the setting of new monuments as needed and replacement of obliterated or missing boundary monuments. The contractor will also brush, blaze and paint boundary lines and boundary corners as well as post boundary signage at property boundary perimeter.**

Project administrator (Richard Cook) will be responsible for review and acceptance or rejection of work deemed completed as defined in Scope of Work. In case of disagreement relative to the project work under the terms of this contract and agreement, the decision of the Executive Director of Fish & Game shall be final.

Contract will be in force upon Governor and Council approval through April 1, 2019. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.

**Section 4 – Process for Submitting a Bid**

A. Bid Submission, Deadline, and Location Instructions

Bids submitted in response to this RFB must be received by NHFG no later than 3:00 pm on 7/20/2018 as specified in the Schedule section, herein. Bids may be submitted In Person to the bidder box located in the front lobby of 11 Hazen Drive office.

Bids must be clearly marked as follows:

**State of New Hampshire, Fish and Game Department**
**11 Hazen Drive, Concord, NH 03301**
**RFB Richard Cook, Land Agent**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Bids shall be at the Proposer’s expense. The time of receipt shall be considered when a Bid has been officially documented by NHFG, in accordance with its established policies, as having been received at the location designated above. NHFG accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for any reason. Any damage that may occur due to shipping shall be the Proposer’s responsibility. All Bids submitted in response to this RFB must consist of (2) two original clearly identified copy of the Bid Bid, including all required attachments and the separate sealed cost Bid.

B. Bid Inquiries

All inquiries concerning this RFB, including but not limited to, requests for clarifications, questions, and any changes to the RFB, shall be submitted via email to the following RFB designated Point of Contact:

TO: Richard Cook, richard.cook@wildlife.nh.gov – put Attn. Richard Cook in the subject line – Inquiries must be received by NHFG’s RFB Point of Contact no later than 3:00pm, 7/3/2018, the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Answers to Inquiries will be shared among all interested parties. Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.
NHFG intends to issue official responses to properly submitted inquiries on or before, 3:00pm, 7/9/2018 the date specified in the Schedule section, herein; however, this date is subject to change at NHFG’s discretion. NHFG may consolidate and/or paraphrase questions for sufficiency and clarity. NHFG may, at its discretion, amend this RFB on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFB shall not be binding upon NHFG. Official responses by NHFG will be made only in writing by the process described above.

C. Restriction of Contact with Agency Employees

From the date of release of this RFB until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with NHFG regarding this RFB is forbidden unless first approved by the RFB Point of Contact listed in the Bid Inquiries section, herein. NHFG employees have been directed not to hold conferences and/or discussions concerning this RFB with any potential contractor during the selection process, unless otherwise authorized by the RFB Point of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Bid

Bids must be valid for ninety (90) days following the deadline for submission of Bids in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Section 5 - Content and Requirements for a Bid

Bids shall follow the following format and provide the required information set forth below:

A. Table of Contents
B. Company Profile and Qualifications: Please provide an overview of your company, including number of years in business, expertise, local presence, etc.
C. Key Personnel: Please provide a short biography on the most important personnel (i.e., the contact person), on the proposed project and the availability of said personnel to be on the job during the duration of the project.
D. References: Please provide three (3) references for similar projects to the Boundary Line survey. State of NH personnel may not be used as a reference.
E. Project Plan:
   - Project Timeline: Please define each phase of the project and provide a general schedule to completion.
   - Scope of Work: Please explain how you intend to meet the Scope of Work as described in Section 3.
F. Sealed Cost Bid: Sealed bids will be accepted on a lump sum basis for boundary maintenance and DGPS data collection work outlined in Section 3, Proposed Scope of Work.

Section 6 – Evaluation of Bids

A. Criteria for Evaluation and Scoring

If NHFG resolves to make an award, NHFG will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should NHFG be unable to reach agreement with the selected Proposer during Contract discussions, NHFG may then undertake Contract discussions with the second
preferred Proposer and so on, or the Agency may reject all Bids, cancel this RFB, or solicit new Bids under a new acquisition process.

Each responsive Bid will be evaluated and considered with regard to the following criteria:

1. Qualifications - Experience
2. Biography of Staff – Background of individuals working on project
3. Ability to perform work based on references of similar type work
4. Thoroughness of Bid—does vendor understand Scope of Service requirements
5. Cost or bid value

The Bid should be submitted on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFB for incorporation into a contract resulting from this RFB. Contract negotiations may incorporate some, or all, of the Bid. NHFG reserves the right to reject any or all bids, or any parts thereof, in the best interests of the State.

NHFG will select a Proposer based upon the criteria and standards contained in this RFB and from applying the weighting in this section. Reference checks, to the extent they are utilized by NHFG, will be used to refine and finalize selection.

B. Planned Evaluations

NHFG plans to use the following process:

- Preliminary evaluation of the Bids;
- Final Evaluation of Technical Bids and scoring;
- Review of Price Bids and final scoring;
- Select the Proposer and begin contract negotiation.

NHFG will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFB and the minimum content set forth in Section 5 of this RFB. NHFG may waive or offer a limited opportunity to cure immaterial deviations from the RFB requirements if it is determined to be in the best interest of the State.

C. Technical Scoring of Bids

NHFG will establish an evaluation team to initially score the Technical Bids. This evaluation team will review the technical Bids and give a score to the technical Bids under the guidelines set forth in Section 6. Price Bids will remain sealed during the preliminary technical review.

D. Price Bid Review

Price Bids will be unsealed and reviewed upon completion of the final technical scoring of Bids. The Proposer’s Price Bid will be considered with the scoring of the accompanying Bid. Proposers are advised that this is not a low bid award and that the appraisal evaluation of the price Bid will be combined with the scoring of the technical Bid to determine and award the contract.
E. No Best and Final Offer

The Bid should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFB for incorporation into a contract resulting from this RFB. Contract negotiations may incorporate some or the entire Bid.

F. Final Selection

NHFG will conduct a final selection based on the final evaluation of the initial Bids and begin contract negotiations with the selected Proposer.

G. Rights of NHFG in Accepting and Evaluating Bids

NHFG reserves the right to:
- Make independent investigations in evaluating Bids;
- Request additional information to clarify elements of a Bid;
- Waive minor or immaterial deviations from the RFB requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in NHFG’s view, the step is not needed;
- At its sole discretion, reject any and all Bids at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if NHFG is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

Section 7 – Terms and Conditions Related To the RFB Process

A. RFB Addendum

NHFG reserves the right to amend this RFB at its discretion, prior to the Bid submission deadline. In the event of an addendum to this RFB, NHFG, at its sole discretion, may extend the Bid submission deadline, as it deems appropriate.

B. Non-Collusion

The Proposer’s signature on a Bid submitted in response to this RFB guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude NHFG from obtaining the best possible competitive Bid.

C. Property of NHFG

All material received in response to this RFB shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Bid.

D. Confidentiality of a Bid

Unless required for the approval of a contract, the substance of a Bid must remain confidential until the Effective Date of any Contract resulting from this RFB. A Proposer’s disclosure or distribution of Bids other than to NHFG will be grounds for disqualification.

E. Public Disclosure
Pursuant to RSA 21-G: 37, all responses to this RFB shall be considered confidential until the award of a contract. At the time of receipt of Bids, NHFG will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor and Executive Council pursuant to this RFB, NHFG will post the name, rank or score of each proposer. In the event that the contract does not require Governor and Executive Council approval, NHFG shall disclose the rank or score of the Bids at least 5 business days before final approval of the contract.

The content of each Proposer’s Bid shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for Bid (RFB) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFB will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for Bid, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to NHFG, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. NHFG will determine the information it believes is properly exempted from disclosure. Marking of the entire Bid or entire sections of the Bid (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFB to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. NHFG will endeavor to maintain the confidentiality of portions of the Bid that are clearly and properly marked confidential.

If a request is made to NHFG to view portions of a Bid that the Proposer has properly and clearly marked confidential, NHFG will notify the Proposer of the request and of the date NHFG plans to release the records. By submitting a Bid, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, NHFG may release the requested information on the date specified in NHFG’s notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFB, this RFB does not commit NHFG to award a Contract. NHFG reserves the right, at its sole discretion, to reject any and all Bids, or any portions thereof, at any time; to cancel this RFB; and to solicit new Bids under a new acquisition process.

G. Bid Preparation Cost

By submitting a Bid, a Proposer agrees that in no event shall NHFG be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Bid, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFB is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFB, or similar submission. Any bidder that
violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFB, or similar request for submission and every such bidder shall be disqualified from bidding on any RFB or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFB

Any challenges regarding the validity or legality of the form and procedures of this RFB, including but not limited to the evaluation and scoring of Bids, shall be brought to the attention of NHFG at least ten (10) business days prior to the Bid Submission Deadline. By submitting a Bid, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFB.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Bid.

B. Award

If the State decides to award a contract as a result of this RFB process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

NHFG will require the successful bidder to execute a Not to Exceed Price Contract using the Standard Terms and Conditions of the State of New Hampshire.

The Term of the Contract will be from the date of approval Monday, June 3, 2019. The contract term may be extended by an additional term at the sole option of the State, subject to the parties’ prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

NHFG may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. NHFG will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If NHFG accepts a Proposer’s exception NHFG will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are
not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

**Section 9 – Supplemental General Conditions**

The following supplements modify, change, delete, or add to the General Terms and Conditions. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

**SC-1 FEDERAL AWARD INFORMATION AND COMPLIANCES FOR FEDERAL ASSISTANCE FYBDED PROJECTS**

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

**EQUAL EMPLOYMENT OPPORTUNITY**

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

GOVERNMENT-WIDE DEBARTMENT AND SUSPENSION

This contract is subject to Executive Orders 12549 and 12689 “Debarment and Suspension.” The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

As required by 31 USC 1352 and implemented by Department of Interior regulation (43 CFR 18 New Restrictions on Lobbying) contractors and any sub-contractors that apply or bid for an award exceeding $100,000 shall file the required certification, and disclosure if applicable. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose if required, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal contract, grant or other covered award. Such disclosures shall be made with a completed “Disclosure of Lobbying Activities” (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.
Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Appendix

Property topographic plan
Boundary line blaze & paint examples
SIDE BLAZE WITH BOUNDARY SIGN