



COORDINATING COMMITTEE

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1389 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR GIS PLANIMETRIC DATA UPDATE

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience / Technical Proposals and Price Proposals from qualified, experienced public sector planimetric data consultants, proposals to produce a planimetric data set for the County. The purpose of which is to provide the County with the necessary data set to update its planimetric base map for use by various County departments and supported agencies using GIS technology. The project area is the entirety of Washington County, including the City of Hagerstown and all other municipalities located within Washington County. The previous planimetric data project was based on 2005-2006 aerial photography. Washington County has undergone considerable changes since that time and therefore an update project to the planimetric base map data is being initiated.

The Washington County Coordinating Committee shall be evaluating submissions to this request and will consider those firms deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience / Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the "Divisions & Departments/Purchasing Department/Open Bid Invitations". Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held on **Monday, May 7, 2018, at 11:00 A.M. (EDST)** in the Second Floor Conference Room 2001 of the Washington County Administration Building at 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

One (1) original and four (4) copies of submittals of Qualifications & Experience / Technical Proposal Proposals, from consulting firms enclosed in a separately sealed opaque envelope marked "**Q&E / Technical Proposal – GIS Planimetric Data Update**", and one (1) original and four (4) copies of the

Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – GIS Planimetric Data Update**" are due into the Office of Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDST), Wednesday, May 30, 2018**. The Washington County Coordinating Committee shall evaluate the submittals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type-including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

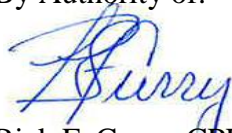
Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion / Anti-Bribery Affidavit must also be submitted with the proposal.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Voice 240-313-2330, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing



COORDINATING COMMITTEE

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PUR-1389
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR
GIS PLANIMETRIC DATA UPDATE

April 25, 2018

I. INTRODUCTION

- A. The Board of County Commissioners of Washington County, Maryland, hereinafter referred to as the “County”, seeks from all qualified, experienced public sector planimetric data consultants, proposals to produce a planimetric data set for the County, hereinafter referred to as the “Proposer”. The purpose of which is to provide the County with the necessary data set to update its planimetric base map for use by various County departments and supported agencies using GIS technology. The project area is the entirety of Washington County, including the City of Hagerstown and all other municipalities located within Washington County. The previous planimetric data project was based on 2005-2006 aerial photography. Washington County has undergone considerable changes since that time and therefore an update project to the planimetric base map data is being initiated.
- B. Interested Proposers shall provide Qualifications and Experience (Q&E) / Technical Proposal submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm’s Q&E /Technical Proposal to evaluate qualifications and experience and technical approach first. If the Q&E / Technical Proposal is deemed acceptable, the envelope containing the firm’s Price Proposal will then be opened. For those Q&E / Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that this RFP does not obligate Washington County to award a contract or complete the project and that the County reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.

- C. This RFP is being issued by the Information Technology Department's GIS Office and the respective user divisions and departments of the County. Proposers are specifically directed **NOT** to contact any County personnel for meetings, conferences, or technical discussion related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of the Proposer's RFP response.

All communications regarding this RFP shall be referred to:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Administration Complex
100 West Washington Street, Third Floor, Room 3200
Hagerstown, MD 21740
Telephone: 240-313-2330
FAX: 240-313-2331
Email: purchasingquestions@washco-md.net

II. SCOPE OF WORK

A. Purpose

Washington County is seeking qualified, experienced public sector planimetric GIS data consultants to provide professional planimetric base map update production services. The RFP and its addenda establish the criteria under which this project shall be completed. Any aspects of service not addressed in the Scope of Work are left for the Proposer to address. The Proposer shall specifically state key estimating assumptions, services assumptions, responsibilities of the Proposer, responsibilities of the County, and related tasks deemed out of scope of the proposal.

The last planimetric project was based on 2005-2006 aerial photography. The previous project was performed by the Vargis Company from Sterling, Virginia. This project was a tri-county combined project that also included our western neighbors, Allegany and Garrett counties. Washington County has undergone considerable changes since that time and is the impetus in initiating this project.

Washington County will make available planimetric data from the previous study as well as other digital spatial data through a license agreement without monetary consideration. A catalog of available digital spatial data, the Washington County Digital Spatial Data License Agreement and the Spatial Data Products Order Form have been provided herein (Attachment A).

B. GIS Base Map Planimetric Mapping Update Task

Update the existing countywide geographic planimetric data, including features considered as impervious surfaces and associated metadata. Planimetric updates shall be based on the Spring 2017 aerial photography available from the State of Maryland. Washington County shall provide the successful Proposer with the Maryland Spring 2017 aerial photography, ground control, aerial triangulation (AT) files and six (6) inch resolution color digital orthophotography. Additionally, Washington County will provide the successful Proposer all the 2005 planimetric and topographic data products to include a shape file of the tile grid

produced in the 2005 project (defined below, section D. Data Format, paragraph 2). These data sets shall be delivered to the successful Proposer on an appropriately sized portable solid-state hard drive (SSD), USB 3.0 capable.

C. Requirements

1. The Proposer's Qualifications & Experience / Technical Proposal shall identify the specific methodology and equipment to be used in their proposal for completing this project.
2. All work associated with the tasks defined in this RFP (project) and performed by the Proposer and any proposed sub-contractor(s) shall be performed within the United States. All GIS digital spatial data, information, maps, documentation, orthophotography, etc. either provided by the County or produced by the Proposer under the Scope of Work and the RFP shall reside exclusively within the United States.
3. It shall be the responsibility of the Proposer to perform professional and suitable in-house quality assurance to ensure high quality deliverables. The Proposer's Qualifications & Experience / Technical Proposal shall document the specific steps, methods, procedures that will be taken by the Proposer to ensure adequate in-house quality assurance and control (QA/QC) is performed.
4. The Proposer's resources that verbally communicate with County employees must speak fluent English and shall not have an accent that is difficult for County employees to comprehend.
5. The Proposer shall be able to provide trained, certified, and experienced public-sector resources that are able to successfully perform all tasks and assignments required and derived from the Scope of Work and this RFP. The County reserves the right, at its sole discretion, to reject any individual deemed inappropriately qualified for any task or assignment and the Proposer may propose a qualified alternate.
6. The Proposer is expected to complete this project within nine (9) months after an issuance of a Notice to Proceed (NTP) by the County. The Proposer shall include a Gantt chart showing all major work items, proposed milestones and data delivery dates in their Qualifications & Experience / Technical Proposal. The Proposer shall also provide timely activity, milestone and task email updates to the County's project team manager.
7. A core project team consisting of selected Washington County GIS professionals will guide this project and will review and accept all deliverables. The core project team will be led by Information Technology's GIS Office and may also include members from the Information Technology Department and various other County departments and/or supported agencies. The GIS Office Manager is designated as the project team manager and is authorized to accept all deliverables produced by the successful Proposer under the scope of this RFP.

D. Qualifications

Each Proposer shall demonstrate its qualifications by providing the County with the following information included in their Qualifications & Experience / Technical Proposal which the County will use as criteria for evaluating the proposer's experience.

1. Proposers shall demonstrate experience in meeting the following minimum qualifications:
 - a. Proposers shall provide sufficient detailed information that demonstrates successful completion of comparable work on similarly scoped projects.
 - b. Proposers must have performed such work for a minimum of eight (8) years, either as a company or as a median length of experience of team member's if the Proposer's company has existed for less than eight (8) years.

E. Delivered Data Format

Washington County exclusively uses software from Environmental Systems Research Institute, Incorporated (ESRI) and maintains its data in an ArcGIS Server and ArcSDE for Microsoft SQL environment. Data products produced by the successful Proposer shall be delivered to Washington County on an appropriately sized portable solid-state hard drive (SSD), USB 3.0 capable.

1. Planimetric GIS data shall be delivered in a seamless county-wide ArcGIS 10.3.1 file geodatabase format, referenced to the Maryland State Plane, NAD83/91, NAVD88, U.S. Feet. All planimetric data shall be stereo compiled. **Direct digitizing of orthoimagery shall not be permitted.**

The vertical accuracy for topographic features shall be computed in accordance with the 1998 National Standard for Spatial Data Accuracy (NSSDA) as explained by the Federal Geographic Data Committee (FGDC) in the document FGDC-STD-007.3-199 (<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3>).

The successful Proposer shall update and provide FGDC approved metadata for all deliverables and revisions within the geodatabases.

2. The planimetric data shall also be converted to AutoCAD .DWG format in the most current available release version. The County shall be divided into tiles following the spatial reference grid utilized in the County's 2005 project. This spatial reference grid is a twenty-five hundred (2500) by thirty-five hundred (3500) foot tile system. A shape file of the tile grid will be provided by Washington County to the successful Proposer.

F. Pilot Area(s) Phase

Washington County proposes that the pilot area phase (initial phase) be a collaborative effort between the County and the successful Proposer; which will require an initial on-site joint meeting be conducted as part of the pilot area(s) phase review. The successful conclusion of the pilot area phase will establish the mutually developed standards for all deliverables moving forward for the remaining data set development and production. The exchange of comments, ideas, data capture procedures, processing of data is anticipated; however, the

County reserves the right, at its sole discretion, to determine what procedures and production criteria best serves the needs of Washington County.

One of the spatial reference grids used by the Washington County is a twenty-five hundred (2500) by thirty-five hundred (3500) foot grid system. This project shall require that two (2) pilot areas will be established. One pilot area will be in a rural portion (rural) of the county and the other in a dense urban (urban) area located within the City of Hagerstown. Each pilot area will be comprised of four (4) twenty-five hundred (2500) by thirty-five hundred (3500) tiles. Washington County will work with the successful Proposer on the establishment of these two (2) pilot areas.

After the pilot areas have been established, the Proposer shall begin the iterative production process of the planimetric data sets and subsequently deliver them to the County for their review and comment. Each pilot data set (rural or urban) may be submitted independently for the County's review. The County will review and submit comments for corrections to the Proposer within ten (10) business days of the delivery of the pilot data set(s). The Proposer will implement the County's comments and requested changes (if applicable) and the pilot data set will be reprocessed and resubmitted to the County for review until the County accepts the rural and urban pilot data sets. The changes and corrections that were defined and established during this iterative process shall then be applied to the production for the remaining planimetric data sets.

Further data development or production beyond the pilot areas will not occur until written approval is provided by Washington County's project team manager to proceed.

G. Project Deliverables

1. Planimetric Updates

The existing (2005) planimetric data will be updated based on the Spring 2017 aerial photography (State of Maryland). Washington County will provide the Proposer with a hard drive containing all data products necessary for stereo compilation. The source material will include the following:

- As flown photo centers in shapefile or text file format
- Final processed TIFF images
- Final processed Airborne GPS and IMU orientation data
- Aerial triangulation solution delivered in a format usable by other vendors for planimetric mapping purposes; and
- Copies of a final aerial triangulation report in PDF and Word format with associated data files as excel tables
- Orthoimagery in compressed file format (JPEG or SID)

All updated features produced for this project shall meet or exceed the ASPRS Class I Accuracy Standards for 1"= 200' maps. The source material to be provided by the County will support this accuracy level.

The table below interprets that requirement in terms of RMSE (Root Mean Square Error), CE90 (Circular Error at the 90% Confidence Level), RMSE_r (Square Root of RMSE_x + RMSE_y) and Accuracy (horizontal radial accuracy at 95% Confidence Level).

Map Scale	RMSE _{xy}	CE90	RMSE _r	Accuracy _r
1"=200'	2.000'	4.292'	2.828'	4.895'

Refer to the following list for the specific planimetric features to be updated. The County will provide the coding classification requirements to the successful Proposer. Note: there are some differences in the design or structure of the existing and required datasets. Annotation shall not be included as a deliverable in this RFP.

Deliverables shall include:

- Countywide planimetric data:
 - a. Roads – paved (polygon)
 - b. Roads – unpaved (polygon)
 - c. Road centerlines (line)
 - d. Alleys – (polygon)
 - e. Parking areas – paved (polygon)
 - f. Parking areas – unpaved (polygon)
 - g. Public sidewalks (polygon)
 - h. Other paving (polygon)
 - i. Railroads (line)
 - j. Buildings > 100 sq. ft. (polygon)
 - k. Hydrology
 - i. Lakes (polygon)
 - ii. Ponds (polygon)
 - iii. Rivers (polygon)
 - iv. Streams (polygon or line)
 - v. Reservoirs (polygon)
 - vi. Storm water ponds (polygon)
 - l. Major electrical transmission lines (line)
 - m. Major electrical transmission towers (point)

All GIS layers will be delivered as seamless file geodatabase feature classes with metadata. Production areas shall be defined for the County. The final deliverables shall include comprehensive and seamless datasets. Planimetric data will have date values assigned as an attribute corresponding to the year of data capture.

The planimetric data shall also be converted to AutoCAD .DWG format in the most current available release version. The County shall be divided into tiles following the spatial reference grid utilized in the County's 2005 project. This spatial reference grid is a twenty-five hundred (2500) by thirty-five hundred (3500) foot tile system. A shape file of the tile grid will be provided by Washington County to the successful Proposer.

2. Quality Control and Acceptance Procedures

The County will perform a review of the planimetric data produced by the Proposer. This planimetric data shall meet or exceed the quality control requirements specified in the Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (FGDC-STD-007.3-1998).

The County will identify, document, and communicate the locations and types of issues found to the Proposer. After consultation, the County will give notice to the Proposer to perform the required corrections.

It shall be the County's sole judgment whether the Proposer is in breach of the quality control requirements and whether the breach may require suspension of any portion of the project until such time the County can determine that such problem(s) have been remedied.

The quality control and assurance (QC/QA) effort shall include:

- Planimetric data accuracy, completeness, and compatibility with the Federal Geographic Data Committee (FGDC) quality control standard referenced above.

III. TERMINATION OF CONTRACT

- A. Termination for Cause: Washington County may terminate the contract at any time that the Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
- B. Washington County shall provide the Proposer with ten (10) calendar days' written notice of conditions endangering performance. If after ten (10) calendar days' written notice the Proposer fails to remedy the condition contained in the notice, Washington County shall issue an order to stop work immediately.
- C. Washington County shall be obligated to reimburse the Proposer only for those services rendered prior to the date of notice of termination.
- D. Unilateral Right to Terminate: With the agreement of the County and the Proposer upon receipt of not less than sixty (60) calendar days' written notice, the contract may be

terminated on an agreed date prior to the end of the contract period without penalty to either party.

- E. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Washington County shall have the right to terminate the contract without penalty by giving not less than ninety (90) calendar days' written notice documenting the lack of funding.

IV. PROPOSAL CONTENT AND FORMAT

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Services Selection that can be viewed at <http://www2.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf> No proposal preparation expense will be paid by the County in response to this solicitation. The County reserves the right to substitute Committee members, if necessary. No assumptions should be made on the part of the Proposer as to this Committee's prior knowledge of Proposer's abilities.
- B. Two separate proposals shall be submitted in separately sealed opaque envelopes. One shall be the Qualifications and Experience (Q&E)/Technical proposal of the Proposer. The other shall be the Price Proposal. The Price Proposal will only be opened if the Proposer is considered responsible, qualified and responsive to this request after detailed review of the Q&E/Technical Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E / TECHNICAL PROPOSAL SUBMITTAL).
- C. As a minimum, the Qualification and Experience (Q&E) / Technical Proposal submittal shall include the following:
 - 1. To facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Proposer from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E / Technical Proposal will eliminate Proposer from further consideration. Each Proposer is required to submit the proposal in a sealed opaque envelope.
 - 2. Proposal shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness and clarity of content. All parts, pages, figures and tables must be numbered and clearly labeled.

3. The proposal shall be organized into the following major sections:

<u>Section</u>	<u>Title</u>
	Title Page
	Table of Contents
	Letter of Transmittal
1.0	Company Profile
2.0	Staff Names & Resumes
3.0	Proposed Project Schedule
4.0	Approach Narrative (Methodology & Procedures)
5.0	Professional References
6.0	In-house Quality Control & Assurance Methodology
7.0	Supplemental Information

4. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.
- a. Responses shall contain a Letter of Transmittal that must be typed on the Proposer's letterhead and include the following:
 - i. The identification of the Proposer submitting the proposal.
 - ii. The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the Proposer with this proposal and in future negotiations.
 - iii. The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
 - iv. An indication of acceptance of the general requirements and terms as described within this request for proposal.
 - v. An acknowledgement of receipt of any Addenda issued by the Washington County Purchasing Department.
 - vi. The letter must be signed by a person authorized to obligate the Proposer in a contract offer.
 - b. Company Profile (Section 1.0) This section of the response to the RFP shall be limited to a summary of the firm and describe any specialty areas; also include the following information:

- i. Year established (include former firm names and year established if applicable)
 - ii. Type of ownership and parent company, if any
 - iii. Number of employees
 - iv. Normal business hours
 - c. Staff Names & Resumes (Section 2.0) Names and resumes of the specific staff who will be assigned to this project. Clearly identify their project responsibilities.
 - d. Proposed Project Schedule (Section 3.0) A project schedule (Gantt chart) that clearly identifies all major work items, milestones, data delivery dates and tasks that the Proposer deem critical.
 - e. Approach Narrative (Section 4.0) A narrative describing the Proposer's overall approach to the project that includes a detailed methodology and procedures discussion that fully demonstrates the Proposer's understanding of the Scope of Work and your ability to successfully complete the required tasks. This narrative should clearly identify special or unique features of the project and their anticipated approach.
 - f. Professional References (Section 5.0) A minimum of three (3) professional references of similar project nature that your organization has **completed** in the past five (5) years for public sector clients. Proposers shall demonstrate a record of delivery of contracted materials and services within established guidelines. Each professional reference shall include the client/agency name and address, contact name, telephone number, email address, a description of the actual services that were provided and the date the project was completed. **The County will not call Proposers to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**
 - g. In-house Quality Control & Assurance (QA/QC) Methodology (Section 6.0) It is the responsibility of the Proposer to perform suitable in-house quality control and assurance to ensure high-quality deliverables. Clearly identify and describe the specific steps and measures that will be taken to ensure that the Proposer's deliverables meet or exceeds the County's QA/QC expectations.
 - h. Supplemental Information (Section 7.0) Any other information the Proposer considers important to the conduct of this work.
- D. As a minimum, the Price Proposal submittal shall include the following information:
- 1. The Proposal Form (Attachment B) contained herein.
 - 2. An hourly rate shall be used to establish the lump sum fee. Costs shall be calculated with the understanding that the form of compensation for this project shall be a lump sum fee for the Scope of Work.
 - 3. The proposal must be accompanied by a fully executed Affidavit (Attachment C)

executed by the Proposer, or in case the Proposer is a corporation, by a duly authorized representative of said corporation, on the form provided.

4. Conclusions, remarks and/or supplemental information pertinent to this request.

V. INSURANCE REQUIRED

- A. The successful Proposer must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment D).
- B. Certificates of Insurance shall be provided as required at no additional cost to the County.

VI. COMPENSATION

- A. The County will issue a Notice to Proceed (NTP) upon award of this RFP by the Board of County Commissioners of Washington County, Maryland (BOCC) and subsequent contract acceptance.
- B. The Proposer will be compensated on an hourly basis with an established not-to-exceed cost for this project. Once the NTP is issued, the Proposer shall proceed with the project, invoicing the County monthly based upon the actual man-hours worked and charged to this project. Submitted along with the invoice shall be a brief description of project progress. The Information Technology Department must receive monthly invoices by the 10th day of the month following the month for which the invoice is submitted. Failure to include the requested information with the invoice will result in rejection of the invoice.
- C. The County may withhold a retainage of ten (10%) percent of all fees due to the Proposer. The retainage shall be paid in full within thirty (30) calendar days of satisfactory completion of the project. Satisfactory completion is at the sole discretion of the County.
- D. The hourly rate for all work performed under this RFP agreement shall be shown on Attachment B (Proposal Form). DO NOT MODIFY ATTACHMENT "B".
- E. The Proposer's proposed hourly rate shall be considered as straight time and no overtime rates shall be permitted. The Proposed hourly rate shall also include all required business expenses to complete all activities, assignments, tasks, training, etc. The proposed hourly rate shall also include all travel related expenses (per-diem, transportation, etc.), supervision, and all other related business expenses.
- F. Approved invoices shall be paid within thirty (30) calendar days of receipt of a proper invoice. Payment will be made for work satisfactorily completed unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

VII. SELECTION PROCESS

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select Proposers judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of Washington County's GIS Manager (Committee Chairman Designee), Director of Purchasing, Director of Information Systems, GIS Database Administrator, and GIS Specialist.
- B. Contract award/negotiation processes will be based on a formal methodology established by Washington County. It is the County's intent to open and review each Proposer's Qualification & Experience/Technical Proposal to determine qualifications, experience and technical expertise. If the Coordinating Committee determines that a Proposer's Qualification's & Experience/Technical Proposal is acceptable, the packet containing the Proposer's Price Proposal will then be opened.
- C. Since it is the County's desire to select the most qualified Proposer, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.
- D. The contract shall be awarded to a Proposer with personnel considered qualified. This project shall be awarded based upon a combination of professional qualifications and experience, responsiveness to this Request for Proposal, the Price Proposal, and ability to meet the Scope of Work.
- E. Although not the sole determining factor, price shall then be the prime determining factor in selecting the qualified Proposer receiving the contract award.

VIII. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussions after award of the RFP/contract. Nothing in this RFP or the contract between the County and the successfully awarded Proposer shall prohibit the County from retaining the services of other Proposers on related project activities, tasks, and assignments that the County deems is not covered under this contract.

IX. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference shall be held on **Monday, May 7, 2018 at 11:00 A.M. (EDST)** in the Washington County Administration Complex, Conference Room 2001, Second Floor, 100 West Washington Street, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory, but is encouraged. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

X. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Proposer if the successful Proposer does not execute a contract within fifteen (15) days after notice of award of the contract.
 - i. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee.
- B. The County reserves the right to request clarification of information submitted and to request additional information.
- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth in the above Scope of Work.
- D. The selected Proposer shall be required to enter into a contract agreement with the County.
- E. Any agreement or contract resulting from the acceptance of proposal shall be on a form(s) approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the absolute right to modify or reject any agreement or contract provisions that do not conform to this Request for Proposal and/or any County requirements for agreements and contracts.
- F. The Proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Director of Information Systems.
- G. No reports, information or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization by the Proposer without the prior written approval of the Washington County Director of Information Systems.
- H. Ownership Rights: The County shall retain ownership of all GIS related digital spatial data, information, maps, documentation, materials, orthophotography, etc. either provided by the County or produced by the Proposer under the Scope of Work and the RFP. All services provided by the Proposer under the Scope of Work and the RFP, including planimetric data production and delivery prepared by the Proposer, will be “works for hire” under applicable United States copyright laws, and therefore the exclusive property of the County. Such work may not be used by the Proposer for any other purpose except for the benefit of the County. Any and all such property will be delivered to the County upon the completion of the Scope of Work and the RFP.

- I. **Warranty for Professional Services:** To the extent that professional services are provided under the Scope of Work and this RFP, the Proposer acknowledges that they are aware that the services provided herein are furnished to the County with the understanding that the County, in accepting these services, relies upon the Proposer's skill and expertise. Accordingly, the Proposer warrants that the services provided are of a professional quality and that such services meet or exceed the prevailing practices and standards of the trade from which the services are provided.
- J. Proposers are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- K. The County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Proposer agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands his/her obligations.
- M. **Payment of County and Municipal Taxes:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- N. **Political Contribution Disclosure:** The Proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- O. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered to do business in the State of Maryland with the Maryland Department of Assessments and Taxation as a foreign corporation, must be in good standing, and shall remain so throughout

the term of the Contract resulting from this RFP. Proof of such standing is required prior to the start of the contracting process. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is charterhelp@helpdat.state.md.us, and phone numbers are: (410) 767-1340 or (888) 246-5941.

- P. Independent Contractor Status: The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of the Proposer shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Proposer.
- Q. Compliance with Laws: The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
- R. Indemnification: Proposer agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses. This indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable for or by the Proposer or any agent of the Proposer under the Worker's Compensation Act, disability benefits act, or other employee benefits acts.
- S. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- T. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.

XI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco.net

All necessary interpretations shall be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EDST), Monday, May 14, 2018 may not be considered.** Every interpretation made by the County shall be made in the form of an addendum which, if issued, shall be sent by the Director of Purchasing to all interested parties.

XII. PROPOSAL AND AWARD SCHEDULE

- A. Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall not be considered in the evaluation process and shall be returned unopened.
- B. It is expected that the contract award shall be made within forty-five (45) calendar days after the receipt of proposals. The contract shall be awarded to the Proposer whose proposal, conforming to this request, shall be the most advantageous to the County.
- C. Proposals must give the full name and address of the Proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price proposals which accompany any combined Q&E / Technical Proposal that is determined to be unacceptable to the Coordinating Committee shall be returned unopened to the Proposer.
- F. The approval or disapproval of Proposers shall be determined by their response to this request and on past performance. No assumptions should be made on the part of the Proposer as to this Committee's prior knowledge of their abilities.
- G. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide the County the services set forth above.

XIII. SUBMITTALS

If your firm is interested in performing the above services, please send one (1) original and four (4) copies of submittals of Qualifications and Experience/Technical Proposals enclosed in a separately sealed opaque envelope marked "**Q&E / Technical Proposal – GIS Planimetric Data Update**", and one (1) original and four (4) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – GIS Planimetric Data Update**". Submittals are due into the Office of Rick F. Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later **than 4:00 P.M. (EDST), Wednesday, May 30, 2018**. The Washington County Coordinating Committee shall evaluate the submittals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:ljt

Attachments (4)

cc: Coordinating Committee

CATALOG OF AVAILABLE DIGITAL SPATIAL DATA

The following describes the data available through the GIS Office for dissemination to the public:

A. Parcels

This is a county-wide representation of all property lines. It was constructed from the State of Maryland “tax maps”, subdivision plats recorded since 1973, and City of Hagerstown parcel data. It has been aligned to best fit aerial photographs flown in 2007. The accuracy varies according to the source material, and is a significant improvement over the tax maps, but is not survey grade. Available in AutoCAD DWG format or ESRI geodatabase format. Attributes from the Maryland Department of Assessment and Taxation are included. The update cycle is approximately every month.

This product covers the entire county and cannot be divided into smaller areas. The same data is available for viewing on the GIS Office web map for free, without the need for CAD or GIS software.

B. 2012 LiDAR and DEMs

Light Detection and Ranging (LiDAR) is an optical remote-sensing technology used to collect a wide range of topographic data. LiDAR is similar to radar technology, which uses radio waves, except that the range to an object is determined by measuring the time delay between transmission of a pulse and detection of the reflected signal. LiDAR data can be used for a number of applications, including measuring distance, elevation, and intensity, as well as creating 3D surfaces, such as a Digital Elevation Model (DEM), for use in map displays and analysis.

A Digital Elevation Model (DEM) represents ground surface topography data or terrain data. A DEM is a 3D model of the bare ground, without features like trees or buildings. A DEM is used for 3D analysis as well as producing digital relief maps. Working with LiDAR data requires special 3D software such as ESRI’s ArcGIS 3D Analyst extension, while DEM’s will work with both 2D and 3D software.

The purpose of this LiDAR data was to produce high accuracy 3D elevation products, including tiled LiDAR in LAS 1.2 format and a 1 m cell size hydro flattened Digital Elevation Models (DEM). This data has been released into the public domain. It is available from the United States Geologic Survey (USGS).

1. LAS 1.2 files: Dewberry collected LiDAR for Washington County, MD. The acquisition was performed by Geodigital. The nominal pulse spacing for this project is 1.6 ft (0.5 meters). This project was collected with a sensor which collects intensity values for each discrete pulse extracted from the waveform. GPS Week Time, Intensity, Flight line and echo number attributes were provided

for each LiDAR point. Dewberry used proprietary procedures to classify the LAS according to contract specifications: 1-Unclassified, 2-Ground, 7-Noise, 9-Water, 10-Ignored Ground due to break line proximity, and 11-Withheld.

2. Digital Elevation Model (DEM): Dewberry produced 3D break lines and combined these with the final LiDAR data to produce seamless hydro flattened DEMs for the 644 tiles that cover this deliverable.

Formats: Individual tiles: LAS or DEM

Tile size: 4920' x 4920' (1500 m x 1500 m) = 555 acres = 0.87 sq. mi.
Total number of tiles covering the whole county: 644

Projection: UTM Zone 18N

Units: Meters

Datum: NAD83, NAVD88

Tile file size: LAS (106-504 MB) ; DEM (3-9 MB)

C. 2011 and 2014 Orthophoto

This is comprised of orthographically corrected aerial photographs for the entire county. This dataset contains imagery in MrSID and TIFF format and is supported through the Maryland State Imagery Acquisition Partnership to provide digital orthoimagery of Maryland west of the Chesapeake Bay. The primary goal of this project for was to acquire 4-band OrthoImage Tiles with a 6"-pixel resolution. This data has been released into the public domain. It is available from the Maryland Department of Planning, 301 West Preston Street, Baltimore, MD 21201.

The orthophotos are divided into 763 individual tiles to cover Washington County in a TIFF and MrSID image format. A digital file of the grid layout is available free of charge. A hardcopy map of the grid is available for \$8.00. The following is a summary of the orthophoto specifications:

Natural Color, mid-spring flight, leaf-off

Formats: Individual tiles: TIFF or MrSID All tiles covering
county: MrSID only

Tile size: 4000' x 6000' = 551 acres = 0.86 sq. mi.
Total number of tiles covering the whole county: 763

Scale: 1" = 200' (1 : 2400)

Projection: Maryland State Plane

Units: Feet

Datum: NAD83, NAVD88

Pixel Size: 6"

Tile file size: 13.7 MB +/- MrSID

Whole county MrSID file size: 13.7 GB

Washington County Digital Spatial Data Catalog - Attachment A

GIS Planimetric Data Update

Washington County, Maryland

PUR-1389

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D. 2007 Orthophoto

This is comprised of orthographically corrected aerial photographs for the entire county. It was produced by contract vendor for the State of Maryland from an over-flight in the spring of 2007. This data has been released into the public domain. It is available from the United States Geologic Survey (USGS) and available for download on their web site: <http://nationalmap.gov/viewer.html> The USGS places restrictions on the amount of data which can be downloaded at one time. Washington County is providing this channel of distribution to assist those who may not have broad-band internet access or those who need the entire county on disk in the MrSID format.

The orthophotos are divided into 2396 individual tiles to cover Washington County in a TIFF and MrSID image format. A digital file of the grid layout is available free of charge. A hardcopy map of the grid is available for \$8.00. The following is a summary of the orthophoto specifications:

Natural Color, mid-spring flight, partial leaf-on

Formats: Individual tiles: TIFF or MrSID All tiles covering
county: MrSID only

Tile size: 2000' x 3000' = 138 acres = 0.22 sq. mi.
Total number of tiles covering the whole county: 2396

Scale: 1" = 100' (1 : 1200)

Projection: Maryland State Plane

Units: Feet

Datum: NAD83, NAVD88

Pixel Size: 6"

Tile file size: 70 MB +/- TIFF, 3.5 MB +/- MrSID

Whole county MrSID file size: 8.4 GB +/-

E. 2005 Ortho-Topo

This is comprised of orthographically corrected aerial photographs and planimetric- topographic data for the entire county. It was produced by contract vendor from an over- flight in the spring of 2005. The orthophotos are divided into about 1700 individual tiles to cover Washington County in a TIFF and MrSID image format. The planimetric-topographic data is also tiled in the same manner and is available in GIS or CAD format. A digital file of the grid layout is available free of charge.

A hardcopy map of the grid is available for \$8.00. The following is a summary of the ortho-photo and planimetric-topographic data:

Formats: Orthophoto: TIFF or MrSID natural color Plan-
 Topo: DWG or ESRI Geodatabase

Photo MrSID county-wide

Composites: MrSID county-wide highly compressed MrSID
 county-wide 3' pixel
 MrSID by planning region: Hancock, Clear Spring, Hagerstown, Smithsburg, Boonsboro, Gapland

Tile size: 2500' x 3500' = 200 acres = 0.3 sq. mi.
 Total number of tiles covering the whole county: 1700+/-

Scale: 1" = 100' (1 : 1200)

Projection: Maryland State Plane

Units: Feet

Datum: NAD83, NAVD88

Pixel Size: 6"

Contour: 2'

Tile file size: Orthophoto: 102 MB +/- TIFF, 6 MB +/- MrSID Plan-topo:
 1 MB +/- DWG, 2-4 +/- GDB

Topo Features: contours, building footprint (>100 sq. ft.), edge of road, driveways, parking areas, railroads, forest, streams, ponds, swamp, ditches, fences, retaining walls, and bridges.

F. 2000 Ortho-Topo

This is comprised of orthographically corrected aerial photographs and planimetric- topographic data for the entire county, except for central Hagerstown. It was produced by contract vendor from an over-flight on March 18, 2000. The ortho-photos are divided into 470 individual tiles to cover Washington County in a TIF image format. The planimetric- topographic data is also tiled in the same manner and is in a CAD format. A digital file of the grid layout is available free of charge. A hardcopy map of the grid is available for \$8.00.

The following is a summary of the ortho-photo and planimetric-topographic data:

Formats: Orthophoto: TIFF v6.0 (.TIF) gray scale by tile
 Plan-Topo: AutoCAD (.DWG) by tile

Tile size: 4400' x 6800' = 687 acres = 1.07 sq. mi.
 Total number of tiles covering the whole county: 470

Scale: 1" = 200' (1: 2400)

Projection: Maryland State Plane

Units: Feet

Datum: NAD83, NAVD88

Pixel Size: 1'

Contour: 4'

File size: Orthophoto: 30 MB +/-
AutoCAD: 1 MB +/-

Topo Features: contours, building footprint (>200 sq. ft.), edge of road, centerline of road, tree line, streams, and bridges.

G. Other digital spatial data:

The GIS Office maintains other layers available for licensing. These are updated on a delayed basis; official changes in any of these areas are not immediately reflected in these GIS layers. They are available in GIS and CAD format. The GIS format is ESRI Geodatabase. The CAD format is AutoCAD DWG.

- Zoning
- Comprehensive Plan – Land Use Plan, includes: Urban and Town Growth Area boundaries, Rural Villages, Special Planning Areas
- County-wide address points
- County-wide address attributed street centerline
- County-compiled Land Use/Land Cover (2011)
- Priority Funding Areas
- Enterprise Zones
- Rural Legacy Easements and Boundaries
- Agricultural Preservation Districts and Easements
- Fire Stations and Districts

H. Hardcopy plots

The photo or topo data can be purchased as a hardcopy plot at the design scale on "D" size 20# bond paper. It is copyrighted and shall not be copied, scanned, digitized or otherwise duplicated. Only whole tiles can be purchased. Other maps plotted on "E" size paper are available through special request only.

I. 2012 Two-foot Contours

This is comprised of elevation contours at two-foot intervals for the entire county. They are derived from the 2012 LiDAR data previously listed. The contours are seamless county- wide in the geodatabase format, and divided into about 1700 individual tiles the county in a DWG format. A complete set of DWGs' for the entire county nor the geodatabase are available for download. Media such as a portable hard drive, USB drive, or DVD must be used.

Formats: DWG or ESRI Geodatabase

Tile size (DWG only): 2500' x 3500' = 200 acres = 0.3 sq. mi.
Total number of tiles covering the whole county: 1700+/-

Scale: 1" = 100' (1 : 1200)

Projection: Maryland State Plane

Units: Feet

Datum: NAD83, NAVD88

Contour: 2'

DWG Tile file size: 1-6 MB +/- Geodatabase size: 2.25 GB

Notes:

- License agreement must be signed for all data
- Data is delivered through internet download. \$5 charge if CD or DVD is requested.
- Formats as listed, no custom conversions
- No automatic notice of updates
- Available products are subject to change without notice
- Allow 2 weeks for processing
- "Other" data layers are from a *Planning Level* GIS, and may not meet National Map Accuracy Standards

Rev. date May 31, 2017

F:\GIS\DataLicense\DataCatalog2017.doc



**WASHINGTON COUNTY
INFORMATION TECHNOLOGY**
100 West Washington Street, Room 334
Hagerstown, Maryland 21740-4748
Telephone: 240-313-2260
FAX: 240-313-2261
TTY Dial 711



WASHINGTON COUNTY DIGITAL SPATIAL DATA LICENSE AGREEMENT

THIS AGREEMENT is made by the Washington County GIS Office, Information Technology Department (the "Department") as the duly authorized representative of the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a subdivision of the state of Maryland (the "County"), and the Licensee of digital spatial data ("DSD") set forth below ("Licensee").

RECITALS

The undersigned Licensee requests the non-exclusive right to use a copy of certain DSD maintained by the Department.

Md. Code, State Government Article, Title 10, Subtitle 9, provides that the County may assess an administrative charge to license DSD, but such charges do not represent its true value.

NOW, THEREFORE, in consideration of the mutual conditions in this agreement, the Department and Licensee agree as follows:

1. **RIGHTS GRANTED.** The Department grants to Licensee the non-exclusive right to use the products listed on the attached order form until this agreement is terminated or expires under its terms. The Department shall furnish DSD on appropriate media. DSD is solely for the internal use of the Licensee and not for the use by any other person, unless authorized specifically in writing by the Department. METADATA is provided in accordance with the Federal Geographic Data Committee (FGDC) standard. A digital copy of the METADATA shall be maintained by the Licensee with the DSD for citations of credit. Rights to future updates are not part of this license agreement.

2. **PERMITTED USE**

a. ***Copies.*** Licensee may copy licensed data only for use by the Licensee or for backup purposes and not for use by any other person. The licensed product can be used in more than one computer system at any time, provided the systems are owned, leased or controlled by the Licensee.

Page 1 of 4

b. **Derived Products.** Graphic displays and printed tabular listings derived from licensed data may be used in publications and presentations, provided that credit is given to the Department as the custodian of the data.

3. **PROHIBITED USE**

a. *Unauthorized Distribution.* Any sale, distribution, trade, loan, or offer for use of DSD, in whole or in part, is strictly prohibited.

b. *Reproduction of Products.* The reproduction of hard copy products, as provided by the Department, with the intent to sell or distribute the reproduction for a profit, is strictly prohibited.

c. *Notice of unauthorized Use.* Licensee agrees to promptly notify the Department of any unauthorized use of DSD.

4. **PAYMENT UPON DELIVERY.** Licensee shall pay all license fees before or upon delivery of the product to Licensee by the Department.

5. **NO ASSIGNMENT.** Licensee shall not assign the license without the express prior written consent of the Department. The permitted assignee shall have all the rights and remedies of the original Licensee, insofar as the same are assignable. Assignment shall be only as a whole and not as a part. Any attempted assignment without the express prior written consent of the Department is invalid and of no force or effect.

6. **INDEMNIFICATION.** Licensee shall hold harmless and indemnify the Department, the County and all of its agents and employees from any claim, suit, or proceeding arising out of the use of the licensed data in accordance with this agreement.

7. **WARRANTIES AND LIABILITIES.** The Department, the County, and the originator of DSD make no warranty, express or implied, as to the use or appropriateness of licensed DSD. The information contained in the licensed DSD is from publicly available sources, but no representation is made as to its accuracy or completeness. The licensed DSD is not provided as a substitute for the work of a registered land surveyor or engineer; property lines are not survey accurate and shall not be used as a legal description of any property. The Licensee covenants and agrees that it will not hold the Department or the County liable for human error, defect, or failure of machines, or any material used in the connection with the machines, including tapes, disks, and energy. The Department or the County shall not be liable for any lost profits, consequential damages or claims against the Licensee by third parties. The liability of the Department or the County for damages, regardless of the form of the action, shall not exceed the licensee fee paid for the DSD.

8. **TERMINATION.** This agreement shall terminate and the Licensee shall have no further right to licensed DSD if the Licensee attempts to assign its rights without the express prior written consent of the Department, delivers or attempts to deliver the

DSD to another person or entity, or fails to faithfully perform its obligations under this agreement. Termination by the Department shall not release the Licensee from its obligation to pay any fees required.

9. DISCLAIMER. The Department uses reasonable care in the preparation of DSD and distribution data disks for public requests. Distributed data is in “raw” format and is not a finished map product as seen in any publication of the Department. Data is provided “as is.” No assurance is given of suitability for any particular purpose. The County disclaims all liability for any problems, financial loss, or loss of business as a result of errors, inaccuracies, or invalid data. Licensee acknowledges this disclaimer and releases the Department, the County, the Washington County Planning Commission, and any and all agents and employees from any and all liability.

LICENSEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES, GUARANTEES, COVENANTS OR REPRESENTATIONS BY LICENSOR AS THE MARKETABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN.

10. REMEDIES. In the event of a breach or threatened breach of any of the provisions of this agreement by the Licensee or any employee, representative, or agent of the Licensee, the Department shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude the Department from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

11. MISCELLANEOUS PROVISIONS

a. *Applicable law*. This agreement shall be governed by the laws, and the parties shall be subject to the jurisdiction of the courts of the State of Maryland.

b. *Entire agreement*. This agreement represents the entire agreement between the parties and may not be modified, except in writing signed by the parties.

c. *Waiver*. Waiver of any breach of the terms and conditions in this agreement shall not be deemed to constitute a waiver of any other or future breach.

d. *Authority*. Persons whose signatures appear as or for the Licensee below represent that they are authorized to execute this agreement on behalf of the Licensee and further represent that the agreement is a legal, valid and binding obligation as to Licensee and enforceable in accordance with its terms.

e. *Acknowledgement*. Persons executing this agreement on behalf of the Licensee acknowledge having read this agreement and agree that Licensee shall be bound by its terms.

f. *Successors Bound*. This agreement shall bind, and the rights, benefits and

advantages shall inure to, the successors and permitted assigns of each of the parties.

Page 3 of 4

g. *Severability.* The invalidity of any section, subsection, clause or provision of this agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

h. *City of Hagerstown Data.* The City of Hagerstown has provided digital parcel data that is incorporated into the DSD. This data covers the corporate area of Hagerstown. Credit shall be given to the City as required in section 2.b. The licensee agrees to the same disclaimer in respect to the city as stated above for the County.

Licensee signature

Date

Printed name of Licensee and Title

Name of Company or Organization

By:

John E. Gudmundson, GIS Manager
GIS Office
Information Technology Department
Division of Information Systems

Date

Page 4 of 4



Spatial Data Products Order Form



INSTRUCTIONS: Send this order with the License Agreement executed by an authorized person with payment for the total amount to the address indicated. Make the payment to: *Washington County Treasurer*. **Allow up to 14 days for processing.**

LICENSEE INFORMATION:

Date: _____

Organization Name: _____

Authorized Person: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Applicant Name (If different from authorized person) _____

Some products such as aerial photos, LiDAR, and Digital Elevation Models (DEM) are available from other sources. Please inquire for more information.

Check products

Circle format requested

✓	PRODUCT	FORMAT	PRICE
	Parcels – whole county, including database	DWG or GDB	FREE
	2012 2-foot contours by tile (derived from LiDAR)	DWG	FREE
	2012 2-foot contours – whole county (derived from LiDAR)	GDB	FREE
	*2014 Orthophoto, (whole county)	MrSID	FREE
	*Historical Orthophotos (2000, 2005, 2007, 2011)	MrSID/Various	FREE
	County-wide address points	GDB	FREE
	County-wide address attributed centerline	GDB	FREE
	2005 Planimetry-topography	DWG or GDB	FREE
	2000 Planimetry-topography	DWG	FREE
	Zoning	DWG or GDB	FREE
	County Compiled Land Use/Land Cover 2011	DWG or GDB	FREE
	Priority Funding Areas	DWG or GDB	FREE
	Enterprise Zones	DWG or GDB	FREE
	Rural Legacy Easements & Area Boundary	DWG or GDB	FREE
	Agricultural Preservation Districts	DWG or GDB	FREE
	Fire Stations and Districts	DWG or GDB	FREE
	'D' size plot OR GeoPDF of photo or topo (copyrighted)	Paper	\$8
	'E' size plot OR GeoPDF (copyrighted)	Paper	\$10

For ArcGIS and AutoCAD, **please specify** the version (9.3, 10, etc.) _____

Photo orders require that at least a 250gb hard drive be sent to us, due to their size.

Spatial Data Products Order Form - Attachment A

GIS Planimetric Data Update

Washington County, Maryland

PUR-1389

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TILE NUMBER(S):

Submit to:

Washington County GIS Office
Information Technology Department
County Administration Complex, Room 3302
100 West Washington Street
Hagerstown, MD 21740

Phone: 240-313-2275

Include the license agreement signed by the Authorized Person unless one is already on file.

F:\GIS\DataLicense\DATAORDER2017.DOC

**PUR-1389
FORM OF PROPOSAL
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
GIS PLANIMETRIC DATA UPDATE**

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and the following Addenda (fill in appropriate Addenda Information):

No. _____ Dated _____; No. _____ Dated _____; No. _____ Dated _____

No. _____ Dated _____; No. _____ Dated _____; No. _____ Dated _____

for the following amounts. Amounts shall be shown in both words and figures. **The written amount shall govern all costs.**

A. Proposed Hourly Rate:

Proposed Rate: _____ Dollars (\$ _____)
(Written) (Figures)

Item	GIS Planimetric Data Update Tasks	Proposed Hourly Rate ^[1]	Number of Hours Proposed for GIS Planimetric Data Update Tasks	Price Extended (rate x hours)
A	GIS Planimetric Data Update Tasks	\$		\$
	LUMP SUM TOTAL²			\$

- Hourly rate as Written on the Proposal Form - Attachment B. In the event of a transposing or computation error on this form the hourly rate indicated on the Proposal Form (Attachment B) applied to the designated number of hours per respective task will be the prevailing price.
- This total is the value that will be used to designate the responsive, responsible Proposer with the lowest price proposal for award.

**PUR-1389
FORM OF PROPOSAL
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
GIS PLANIMETRIC DATA UPDATE**

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

EXCEPTIONS: _____

(Attach additional sheets if necessary; if no exceptions are being taken, state NONE)

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1389)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, 2018, that I hold the aforementioned office in the
above (Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

POLICY TITLE: **Insurance Requirements for Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date:	August 27, 1991
Effective Date:	August 27, 1991
Revision Date:	March 4, 1997
Effective Date:	March 4, 1997