



# COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA,  
DIRECTOR OF BUDGET & FINANCE

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## DEPARTMENT OF BUDGET & FINANCE

September 29, 2021

### RE: Invitation for Bids for Geographic Information Systems Consulting Services

To whom it may concern:

The County of Washington, Virginia is currently accepting sealed bids from qualified Consultants for Geographic Information Systems Consulting Services.

**Sealed Bids must be received no later than: 3:00 p.m., October 13, 2021.**

Bids must be made using the bid form provided by the County and directed **to Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210.** Two copies of the completed bid form and references must be submitted in a sealed envelope or package marked on the outside with the Contractor's name and address, and clearly marked: "**BID FOR GIS CONSULTING SERVICES**". No faxed bids or electronic media responses will be accepted. Bids must be signed in ink by an official authorized to bind the Contractor. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any or all bids.

The Invitation for Bids Packet, containing instructions and specifications, is attached for your use. Questions to clarify the terms of the Invitation should be submitted by email no later than five working days before the due date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email inquiry should be identified with a subject line of: "**Questions Regarding GIS Consulting Services**".

Sincerely,

Tammy Sturgill  
Director of Department of Budget & Finance

**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

*For posting and/or legal advertisement*

**INVITATION FOR BIDS**  
**GEOGRAPHIC INFORMATION SYSTEMS CONSULTING SERVICES**

The County of Washington, Virginia is currently accepting sealed bids from qualified Consultants for Geographic Information Systems Consulting Services. An Invitation for Bids packet containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed bids will be accepted until 3:00 p.m., on October 13, 2021. Bids must be made using specified bid forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any and all bids.

**Invitation for Bids  
Geographic Information Systems Consulting Services**

WASHINGTON COUNTY, VIRGINIA  
GOVERNMENT CENTER BUILDING  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

**Invitation for Bids  
Geographic Information Systems Consulting Services**

September 29, 2021

**Sealed bids will be received until  
3:00 P.M. ON OCTOBER 13, 2021**

BIDS ARE TO BE MAILED OR DELIVERED DIRECTLY TO

**Tammy Sturgill, Director;  
Department of Budget & Finance;  
County Government Center;  
1 Government Center Place, Suite A;  
Abingdon, Virginia 24210**

***Two*** copies of the Bid must be submitted using the specified Bid Form in a sealed package marked on the outside with the Bidder's name and address, and clearly marked:  
***"BID FOR GIS CONSULTING SERVICES"***.

**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

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**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

**I. PURPOSE**

Washington County Virginia is seeking sealed bids for a Geographic Information System (GIS) Consultant. This contracted service position is used to provide vision for the development and maintenance of our spatial data systems. The consultant will assist in the development, implementation and maintenance of short-term, intermediate, and long-term projects and goals. The contract would be for 3 years with an option to renew for an additional 2 years. The beginning effective date of the contract would be November 1, 2021.

**II. BACKGROUND**

Washington County Virginia has invested a great deal of time and money to develop a GIS for both internal and external users. Priorities have been established at the management level to ensure application development and systems implementation that include use of the GIS data whenever possible. The GIS data is used regularly by most of the County's departments and agencies. The Information Systems GIS Specialist uses AUTODESK MAP and ARCVIEW 10.4 for maintenance and special map generation.

Washington County is looking for a firm to become involved in the ongoing development and evolution of the County GIS. We are interested in identification of a key person or small group of persons to help guide us in the continued development of spatial applications. Consultation services will include hands-on development and troubleshooting.

**III. INSTRUCTIONS TO BIDDERS: BID SUBMITTAL, QUESTIONS, AND AWARD**

The following terms and conditions shall apply to this procurement.

- A. Submittal of bid. Two copies of (1) the completed bid form and (2) references, using the form provided with this solicitation, may be submitted by regular mail delivery (U.S. or private delivery service) or hand-delivered to Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210. The County shall not accept bids by email transmittal. By submittal of a Bid in response to this solicitation, Bidder agrees to the requirements stated in Attachments 1, 2, and 3, which will be incorporated into the Contract awarded as a result of this Solicitation unless specifically stated otherwise in such Contract.
  
- B. Deadline for County receipt. Bids must be received by the County no later than: 3 p.m. October 13, 2021 (Due Date). Bids received after the deadline, postmark notwithstanding, shall be rejected.

**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

- C. Form of bid.
- a. Bid must be made using the form provided with this Solicitation.
  - b. Bid must include references using the form provided with this Solicitation.
  - c. Two copies of the Bid must be submitted in a sealed envelope or package that is clearly marked with the Bidder's name and address and with: "Bid for GIS Consulting Services".
  - d. Bids must be signed in ink by an official authorized to bind the Bidder.
- D. Rejection if bid in improper form. Bidder's failure to submit a bid on the bid form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the bid. Modification of or additions to any portion of the bid form may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Bidder withdraw or modify non-responsive portions of a bid that do not affect quality, quantity, price, or delivery.
- E. Questions, clarification of terms, and modification. Questions to clarify the terms of this Solicitation shall be submitted by email no later than five working days before the Due Date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email must identify in the subject line: "Question Regarding GIS Consulting Services". There shall be no modification of the Solicitation except by written addendum issued by the County. Answers to all questions and any written addendum will be sent by email to all Bidders of whom the County is aware have interest in this Solicitation, posted on the County website, and posted on Virginia's eProcurement Portal ([eVA.virginia.gov](http://eVA.virginia.gov)). Questions to clarify this Solicitation shall not be received or answered by telephone or in-person.
- F. Optional pre-bid meeting. Not applicable.
- G. Inspection of job site. By submittal of a bid in response to this Solicitation, Bidder certifies that Bidder has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.
- H. Period allowed for County acceptance of bid. Any bid submitted in accordance with this solicitation shall be valid for 90 days after the bid submittal deadline. At the end of the 90-day period, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- I. Interview. Prior to making an award pursuant to this solicitation, the County reserves the right to require Bidder to interview with a County review committee to determine whether Bidder is

**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Bidder is fully qualified, that Bidder's services will be provided in a completely satisfactory manner, and that Bidder is competent to meet or exceed the performance specifications. Failure by a Bidder to comply promptly with a request for interview may result in its bid being rejected.

- J. Award. The contract will be awarded to the lowest responsive and responsible bidder that demonstrates the qualifications as required by this solicitation. The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to negotiate the bid price as permitted by Virginia Code § 2.2-4318 if the lowest responsive and responsible bid exceeds available funds. Failure of Bidder to execute a contract, provide certificate(s) of insurance, and, if required, file an acceptable performance security within 15 calendar days of the date of the approval for awarding of the contract as herein provided will be just and sufficient cause for the denial of the award.
- K. Applicable laws and courts. This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. The Bidder shall comply with all applicable federal, state and local laws, rules and regulations. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
- L. Ethics in public contracting. By submitting their bid, Bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- M. Debarment status. By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, and that they are not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the

**Invitation for Bids**  
**Geographic Information Systems Consulting Services**

same time period as the debarred vendor.

- N. Investigation of qualifications of bidder. Bidder agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Bidder to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to fulfill the obligations of the contract.
  
- O. Testing and inspection. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.



## **Attachment 1 – QUALIFICATIONS AND SERVICE SPECIFICATIONS**

Geographic Information Systems Consulting Services

Page 1 of 4

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### **QUALIFICATIONS**

These qualifications state the minimum requirements for the Primary GIS Consultant and the Consulting Firm for the Geographic Information System Consultant to be retained by the Washington County Information Systems Department pursuant to this Invitation for Bids (Invitation).

#### **A) Minimum Qualifications for Primary GIS Consultant**

- 1) Minimum 5 years GIS experience
- 2) Minimum 5 years local government GIS development
- 3) Minimum 3 years' experience with each of the following software packages:
  - (i) ArcGIS 10.8x, ArcPro 2.x, ArcGIS Online
  - (ii) GeoComm Dispatch Mapping Software and GeoMobile
  - (iii) Southern Software, Inc E911 CAD System Interface
  - (iv) RapidSOS Interface for 911
- 4) Minimum 3 years' experience with GPS technologies and equipment for Trimble TerraFlex and TrimbleConnect
- 5) Minimum 5 years' experience with web-based GIS systems and applications
- 6) Minimum 5 years' experience with wireless Phase II compliance in E911 mapping applications
- 7) Minimum 5 years' experience with NG 911 data standards and compliance
- 8) Demonstrate ability to provide services that are consistent with the County's stated objectives and supportive of County NetGIS projects.
- 9) Must be available for after normal working hour meetings
- 10) Have flexibility to assist with GIS staffing as needed
- 11) Ability to coordinate and ensure data updates with Washington County towns, other agencies, and other entities
- 12) Assist with maintenance procedures and implementation (Example: parcel updates, picture hot links, etc.)
- 13) Troubleshoot GIS problems including application design, process flow, error checking routines, etc.
- 14) Minimum 3 years' experience in producing 3-D models using engineering designs for proposed site preparation with either ArcMap 3-D Analyst software or a comparable package
- 15) Must provide minimum of 4 hour guaranteed callback time for handling questions and/or problems outside regular contracted hours
- 16) Minimum 5 years' experience working with Virginia's Geographic Information Network (VGIN) and the Virginia Base Mapping Program related to aerial imagery and DTM data and demonstrate an understanding of their role in local government GIS development



## **Attachment 1 – QUALIFICATIONS AND SERVICE SPECIFICATIONS**

Geographic Information Systems Consulting Services

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- 17) Experience in obtaining and using Census data layers and demographic data as well as direct experience with redistricting for Election Districts and Voting Precincts and experience with updating Voter Registrar MSAG data to assist Voter Registrar office
- 18) Minimum 3 years' experience with pushing updates of new roads and addressing information to online mapping systems such as Google, Bing, HERE, etc.
- 19) Minimum 3 years' experience in a wide range of GIS applications for use across a variety of agencies and public audiences

### **B) Minimum Qualifications for GIS Consulting Firm**

- 1) Require assignment of senior-level consultant, who meets all primary consultant requirements, to serve as primary GIS consultant to Washington County Virginia
- 2) Troubleshoot GIS problems including application design, process flow, error checking routines, etc.
- 3) Primary Consultant shall provide a minimum of one day (8 hours) of on-site service on a monthly basis. On-site services shall not exceed a maximum monthly average of 12 hours per week unless approved by County.
- 4) No reassignment of the primary GIS consultant shall occur without the County's prior written approval, at its sole discretion, of the specific individual to assume the position.
- 5) Must provide guaranteed return call support time within 4 hours of receipt of call for handling questions and/or problems both within and outside regular contracted hours
- 6) Minimum 3 years' experience working with Virginia's Geographic Information Network (VGIN) and demonstrate an understanding of its role in local government GIS development
- 7) Minimum 3 years' experience in a wide range of GIS applications for use across a variety of agencies and public audiences
- 8) Demonstrate strong relationships with a variety of GIS hardware and software vendors

## **SERVICE SPECIFICATIONS**

These service specifications state the minimum requirements for performance of services by the Geographic Information System Consultant to be retained by the Washington County Information Systems Department.

### **A) Delivery of Services**

- 1) The primary point of contact for the County for administration of the Contract shall be the County Director of Information Services.
- 2) Due to the criticality of the applications for which the services to be performed, the Consultant shall provide 24 hours a day, 7 days a week maintenance support, including holidays. Response time shall be within 4 hours following initial notification, including, without limitation, on-site response time if on-site service is required.



## Attachment 1 – QUALIFICATIONS AND SERVICE SPECIFICATIONS

### Geographic Information Systems Consulting Services

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- 3) Notwithstanding the foregoing, Consultant services shall generally be provided during regular business hours, Monday through Friday, 8:30 a.m. through 5 p.m., at the County Government Center Building (1 Government Center Place; Abingdon, Virginia), or while in attendance at evening or weekend meetings, presentations, or other events related to County business. Where circumstances of the services to be provided render it more feasible for the work to be performed outside of regular business hours, Consultant shall advise the Director of such special needs in advance of providing the service.
  - 4) Consultant shall furnish all equipment and services required to complete the Contract to the full and entire satisfaction of the County, with the definite understanding that no money will be allowed for extra work except as set forth in the Contract.
  - 5) While performing services during office hours, Consultant shall have full access to the County GIS equipment and database and may use personal equipment, software and other resources as needed or desired in the performance of services both during office hours and at other times and locations.
  - 6) Consultant may not use county motor vehicles nor receive reimbursement for the use of personal motor vehicles required in the performance of services.
- B) General Maintenance of County GIS. Consultant shall provide consultation, advice, and assistance with routine general maintenance of the County GIS and with solving unexpected problems related to County GIS operations.
- C) Research and Development. Consultant shall provide consultation and advice to the County Information Systems (IS) Department Director (Director) regarding updated applications and software for the County GIS, and, when so approved by the IS Manager, Consultant shall facilitate transitions to new or updated applications and software in the IS Department and other county departments. Consultant shall advise the IS Manager regarding ongoing improvement of the County GIS for use by the general public through the County ([www.washcova.com](http://www.washcova.com)) and County GIS (NetGIS) websites. Consultant shall provide vision and creativity in the continued development and use of the County GIS.
- D) Training. Under direction of the Director, Consultant shall train County IS Department personnel in County GIS operation and maintenance and general County staff in application and usage of County GIS in contexts useful to specific departmental operations.
- E) Specialized applications. Consultant shall, when the technology allows, provide specialized analysis of GIS data and creation of maps as requested by County department directors for specific departmental purposes.



## Attachment 1 – QUALIFICATIONS AND SERVICE SPECIFICATIONS

Geographic Information Systems Consulting Services

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- F) Mapping layers. Consultant shall oversee and assist with ongoing maintenance of GIS mapping layers, design and develop new GIS mapping layers, and provide consultation and advice as to improved and efficient development of GIS mapping layers to meet the County's needs.
  
- G) Aerial mapping. Consultant shall oversee and assist with updating the aerial map data layer to apply color aerial maps.
  
- H) MERG NG 9-1-1 support services. Consultant shall provide the following support services:
  - 1) Creation of MERG NG Provisioning boundary
  - 2) Coordinate with TN, NC, KY, WV on state boundary provisioning alignment
  - 3) Maintain coordination of updates to internal Provisioning and PSAP boundaries with each jurisdiction
  - 4) FME Creation of NG 9-1-1 MERG data for uploading to AT&T EGDMS
  - 5) Setup and updates of data to AT&T EGDMS
  - 6) Review of EGDMS reports to notify the County of any errors reported that need to be corrected
  - 7) Conduct monthly uploads of data to the AT&T EGDMS
  - 8) The County is responsible for sending updates of County 911 mapping to MERG Cloud System
  - 9) The County makes corrections to mapping data layers needed by the NG 9-1-1 system as reported by the Consultant.
  
- I) Consultant may provide other services as may from time to time be requested by the Director within the general scope of services as described herein.
  
- J) Other
  - 1) All files and work product of Consultant created in the course of performance of the contract formed pursuant to this Invitation shall be property of the County. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of the contract formed pursuant to this Invitation shall become the sole property of the County. On request, the Consultant shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the County to evidence the County's sole ownership of specifically identified intellectual property created or developed in the performance of the contract formed pursuant to this Invitation.
  - 2) Consultant shall be responsible for paying its own income tax, self-employment tax, and other business expenses.



**Attachment 2 – SPECIAL TERMS AND CONDITIONS**

Geographic Information Systems Consulting Services

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

Special Terms & Conditions

- A. Term of Contract. Any contract awarded pursuant to this Solicitation shall be for a term of 3 years, with optional renewal upon written agreement of both parties for up to two successive 12-month terms.



## **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Geographic Information Systems Consulting Services

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### **General Terms and Conditions**

#### **Payment**

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

#### **Tax exemptions**

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. County reserves the option to enter into "direct purchase" agreements for purchase of all or a portion of tangible personal property necessary for the completion of construction projects undertaken for the benefit of the County and thereby to save the amount of sales tax thereon by virtue of the County's status as a tax-exempt political subdivision of the Commonwealth, exempt from sales and use taxation pursuant to Virginia Code §§ 58.1-609(4) and -610(B).

#### **Contractor Qualifications & Performance**

5. Contractor licensure. Not applicable.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County of Washington shall in no manner be held liable for the Contractor's disregard for required work related regulations.



### **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Geographic Information Systems Consulting Services

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7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Contractor shall perform all work pursuant to this Contract in accordance with manufacturers' instructions, construction industry standards, and in a workmanlike manner.
9. Asbestos. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presences of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the County and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
10. Repair of damage. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
11. Final Inspection. Upon completion of all contract requirements, Contractor shall demonstrate to the County Project Manager that the project is fully operational and in compliance with contract specifications. The County reserves the right to conduct any test/inspection it may deem advisable to assure materials and services conform to the specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to County's final acceptance of the work. Alternatively, at the County's sole discretion, the County may direct in writing that the County does not require replacement or correction, and an equitable adjustment to the contract price may be negotiated.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
13. Indemnification. The Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.



**Attachment 3 – GENERAL TERMS AND CONDITIONS**

Geographic Information Systems Consulting Services

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14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 15 calendar days of award of the contract, Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for the Comprehensive General Liability. In addition, Contractor or its insurer shall give the County 30 days advance notice of its decision to cancel coverage, which shall be grounds for County termination of contract. Liability Insurance Coverage requirements:

1. Worker’s Compensation and Employer’s Liability  
Coverage A - Statutory Requirements  
Coverage B - \$100,000 Per Occurrence  
Coverage C - \$100,000/\$100,000 Accident and/or Disease  
All States Endorsement
  
2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage  
Limits of Liability  
Combined Single Limit \$1,000,000
  
3. Comprehensive General Liability Limits of Liability:  
Per Occurrence \$1,000,000  
In Aggregate \$2,000,000

Including:

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury and Advertising Injury
- D. Bodily Injury and Broad Form Property Damage

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director’s sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.





### **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Geographic Information Systems Consulting Services

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#### County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or Authority. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

#### Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.

18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.

19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.

20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Geographic Information Systems Consulting Services

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change agreement. The Change Order shall be come effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.

21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation.
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

#### Disputes, failure to perform, termination

27. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Geographic Information Systems Consulting Services

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administrative costs. This remedy shall be in addition to any other remedies which the County may have.

28. Termination of contract:

- a. County or Contractor may terminate this Contract for convenience upon giving the other party thirty (30) calendar days prior written notice. County shall within thirty (30) calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
- b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten (10) calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten (10) days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
- c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

29. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.

30. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.

31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard



### Attachment 3 – GENERAL TERMS AND CONDITIONS

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for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

#### Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

33. Drug-free workplace.

- a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.

34. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided: however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000.00, the contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there



### **Attachment 3 – GENERAL TERMS AND CONDITIONS**

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- is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - e. The requirements of this section are a material part of the contract. If the contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



**Attachment 4 – BID FORM**

Invitation for Bids for Geographic Information Systems Consulting Services

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**ALL BIDS MUST BE SUBMITTED ON THIS BID FORM.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this bid; that this is made without connection with any other person or company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

Bidder further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the bid; that they have satisfied themselves relative to the materials and service to be provided.

Bidder agrees, if this bid is accepted, to furnish all necessary materials and services in accordance with this bid necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Invitation for Bid attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Invitation for Bid and any contract that may result from such submitted Bid. The statement on this cover sheet shall apply to each element of each bid submitted to the County.

AGREED, \_\_\_\_\_  
(Signature of Authorized Person)

Signatory's Name (Printed): \_\_\_\_\_

BIDDER'S NAME (Business Entity): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

VA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER, IF ANY: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



**Attachment 4 – BID FORM**

Invitation for Bids for Geographic Information Systems Consulting Services

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Goods or Services being procured: **Geographic Information Systems Consulting Services**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids.

**BID**

Hourly rate for contracted hours (Maximum 12 hours per week on Site) \$ \_\_\_\_\_

NOTE: (Travel hours are not counted in contract hours)

Hourly rate for travel \$ \_\_\_\_\_

Hourly rate for hours outside contract \$ \_\_\_\_\_

Hourly rate for telephone support outside contract hours \$ \_\_\_\_\_

**Deviations**

List, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

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**Attachment 5 – REFERENCES**

Invitation for Bids for Geographic Information Systems Consulting Services

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References for \_\_\_\_\_

Name of Bidder

Bidder shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_
  
- 2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_
  
- 3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_

This form is required to be submitted to be considered a Qualified Bidder for this solicitation.

