



BID NO. P1442.09

DATE ISSUED: February 11, 2009

**Geographic Information Systems (GIS)
Strategic Plan Development**

**Request for Proposal
BY
CITY OF HAGERSTOWN
PURCHASING DEPARTMENT
1 EAST FRANKLIN STREET, 4TH FLOOR
HAGERSTOWN MD 21740**

SUBMIT BIDS TO:

City of Hagerstown
Office of the City Clerk
1 East Franklin Street, 2nd Floor
Hagerstown MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than 2:00 pm, Friday, March 6, 2009

PRE- BID MEETING

February 25, 2009

BID BOND:

None Required

February 11, 2009

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

The City of Hagerstown will accept sealed proposals for a Geographic Information Systems (GIS) Strategic Plan Development for the City's Finance Department, Information Division., per the attached instruction and specifications to bidders.

All inquiries should be directed, in writing, to Caroline Twigg, CPPB, Purchasing/Insurance Specialist, 1 East Franklin Street, Hagerstown, Maryland 21740. Telephone 301-739-8577, ext. 146.

Sealed proposals will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740, until 2:00 p.m., Friday, March 6, 2009, at which time they will be publicly acknowledged. All bids must be sealed and marked: "Proposal P1442.09 Geographic Information Systems (GIS) Strategic Plan Development." The City of Hagerstown will not assume the responsibility for any bids mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, Hagerstown, Maryland 21740.*

The City of Hagerstown 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 City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

The City of Hagerstown reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown.

CITY OF HAGERSTOWN
Caroline Twigg, CPPB
Purchasing/Insurance Specialist

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

INDEX

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS	Page 3
INSURANCE REQUIREMENTS	Page 15
GENERAL INFORMATION	Page 17
SCOPE OF WORK	Page 19
PROJECT SCHEDULE	Page 22
CONTRACT INFORMATION	Page 23
METHOD OF SELECTION	Page 24
PROJECT MANAGEMENT SUBMISSION GUIDELINES	Page 25
SUBMITTAL INFORMATION	Page 27
REQUIRED FORMS	Page 28

CITY OF HAGERSTOWN

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown’s Purchasing Agent (hereinafter “Purchasing Agent”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter “City”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
- 3. Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
- 4. Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

GENERAL CONDITIONS OF BIDDING, continued

5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

GENERAL CONDITIONS OF BIDDING, continued

10. General Guaranty: Bidder agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

11. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Purchasing Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

12. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Caroline Twigg, CPPB, Purchasing/Insurance Specialist
City of Hagerstown Purchasing Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the City to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY.** No requests received after 4:30 P.M. February 25, 2009 will be considered.

GENERAL CONDITIONS OF BIDDING, continued

13. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
14. **Late Bids:** Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
15. **Mailing of Bids:** The City assumes no responsibility for the timely deliverance of mailed Bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
16. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
17. **Officers Not to Benefit:** No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.
18. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered; time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
19. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The Bidder shall submit two (2) copies, one with original signature, sealed to the City for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the City of Hagerstown Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the City. ***Facsimile Bids and Emailed Bids will not be accepted.***

GENERAL CONDITIONS OF BIDDING, continued

20. **Reservations:** The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.
21. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the City's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
22. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
23. **Taxes:** The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
24. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the City of Hagerstown, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

BID BONDS, continued

2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the City of Hagerstown, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the City, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Agent shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

SPECIFICATIONS REFERENCES, continued

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the City to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the City.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, 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.

AWARD, continued

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the City to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. **Responsibility/Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder’s responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder’s liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

AWARD, continued

7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by the City as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.

CONTRACT PROVISIONS, continued

4. **Guarantee**, continued

- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 6. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
- 8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
- 9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
- 10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the City. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchase Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the City, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington City as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the City may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.

DELIVERY PROVISIONS, continued

7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the City. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or City Holidays, unless otherwise arranged by an individual Department/Agency.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, 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 City.

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:

Occurrence Form

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees 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 or service performed on behalf of the City of Hagerstown, Maryland.

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 City, 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 City.

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.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS, continued

4. CERTIFICATE(S) OF INSURANCE: The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Purchasing Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City 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.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

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

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys 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 anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

GENERAL INFORMATION

The City of Hagerstown wishes to engage a professional Consultant who can provide services for the creation of our Geographic Information System (GIS) Strategic Plan.

The City wishes to develop a City-wide GIS system that integrates fully with the existing environment. The GIS system would be designed to enhance the City's ability to manage infrastructure, plan for growth, and deliver better services. City staff and the public would have access to layers such as aerial data, business license data, building permit data, parcel data, utility data, zoning data, Police data, and Fire department data. All of our departments would benefit and contribute to the GIS program.

The next step in developing the City GIS system will be the preparation of a strategic plan including, but not limited to, the identification and recommendation of needs, costs, and design.

OVERVIEW OF CITY OPERATIONS

The City of Hagerstown (The City), founded in 1762 and incorporated in 1813, is the county seat of Washington County, Maryland. The City is located approximately 70 miles northwest of Washington D.C., about 72 miles west of Baltimore, Maryland, and 65 miles southwest of Harrisburg, Pennsylvania. The City currently occupies a land area of 11.5 square miles and serves a population of 38,326 per the latest update from the Maryland Department of Planning. The City is empowered to levy a property tax on real properties and business personal property within its boundaries and to charge user fees for services it provides.

The City adopted its present charter in 1983. Under the Charter, the legislative functions of the City are vested in a council, which consists of five council members. In addition, the City has a Mayor. The Mayor serves as President of the Council and as such may participate in all Council discussions and has veto power on all ordinances passed by the Council. The Mayor is also the ceremonial head of the City government. The Mayor and all Council members are elected on an at large basis for four year terms.

The City Administrator serves as the Chief Administrative Officer of the City, responsible to the Mayor and Council for the administration of all City affairs, including financial affairs. The Director of Finance is the Chief Financial Officer of the City and has been delegated the task of supervising and directing the proper accounting of all revenues and expenditures, and the preparation of the annual operating budget and financial reports.

The City provides the full range of municipal services contemplated by statute or charter. This includes public safety (police, fire, traffic control and inspection services), highways and streets, sanitation, electric, water, sewer, parking, parks and recreation, public improvements, planning and zoning, and general administrative services.

The annual budget serves as the foundation for the City's financial planning and control. The Charter of the City requires the City Administrator to submit a budget to the Mayor and Council at least ninety days before the beginning of the fiscal year or by March 31. The Charter states that "the budget shall provide a complete financial plan for the budget year and shall contain estimates of anticipated revenues and proposed expenditures for the coming year. The total of the anticipated revenues shall equal or exceed the total of the proposed expenditures.

OVERVIEW OF CITY OPERATIONS – cont.

The council is required to hold public hearings on the proposed budget and to adopt a final budget by no later than June 1, thirty days before the beginning of the fiscal year. The appropriated budget is prepared by fund, function (e.g., public safety), and department (e.g., fire). Department heads may make transfers of appropriations within a department. Transfers of appropriations between departments, however, require the special approval of the governing council.

PROJECT BACKGROUND

The status of the GIS progress at the City of Hagerstown is currently culminating in a rapidly advancing completion of a first round of compilation and linking of various data sources and data-maintenance processes throughout the City.

The City system has evolved from a basic construction of digitized base datasets over 14 years ago to our current status of having mature, developed data models, networkable utilities (Water, Sewer, Storm Drain, and soon Electric and Transportation) as well as Parcel, address and law enforcement datasets. Many of these have been recently completed (but not yet quality control checked) under a major GIS contract with Avineon, Inc.

Our current progress and processes, having been more accelerated and standardized for digitalization since early 2003, have led to the examination of many associated data storage designs for proper linking of as many related pieces of data as possible. This has been developed while trying to maintain the robustness and flexibility of the information acquisition and the network stability, and security of the data itself. The City has also entered into an Enterprise License Agreement with ESRI as of September 1, 2008 for their complete range of project, including ArcServer.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

SCOPE OF WORK

I Task - Review, evaluate and document existing systems; determine and document City Departments' GIS objectives, needs and requirements.

- A. The consultant shall review the City's existing systems, resources, and activities as they relate to a GIS, including:
1. Existing data, including but not limited to, spatially referenced data such as parcel layer, right-of-way layer, and digital aerial photos; AutoCAD and ESRI drawings of the City's infrastructure ; various Access databases; and various digital images (i.e., photos, video, drawings, and documents); HP3000 billing system; Excel spreadsheets, and the MUNIS financial system.
 2. Existing software, including but not limited to ArcView, ArcInfo, AutoCAD, financial systems, and emergency services programs;
 3. Existing hardware, including but not limited to workstations, servers, GPS, and a Storage Area Network;
 4. Other existing relevant City systems, resources, and activities
- B. The Consultant shall give a presentation to the City Council at a date determined by the City of Hagerstown and meet with each of our project team one to two times to discuss relevant GIS concepts and possible municipal uses of GIS for the City of Hagerstown. The City I.T. Manager, based on the vendor and our City staff schedules, will schedule these meetings and presentation. City meetings are typically scheduled Monday thru Friday from 8:00 AM – 4:00 PM. Meetings before the City Council occur on the first, second and third Tuesday's of the month and start at 4:00 PM.
- C. The Consultant shall collect new and/or review existing data to define the GIS objectives and needs of each City department including an evaluation of each City departments' business functions that would make use of spatially referenced data. The consultant shall conduct on-site interviews with each department's staff, comprised of potential users and management staff who are most familiar with the functions of their departments but who will have varying degrees of knowledge of GIS.
- D. The consultant will tabulate results and provide a detailed written assessment ("Draft Needs Assessment") of the information gathered. The Assessment will be based on the interviews and research done by the Consultant. The Assessment will discuss GIS objectives and requirements of each Department as well as opportunities for incorporation of existing systems, resources, and activities into the City's future GIS.
- E. Upon City review and comment, the Consultant will revise the Draft Needs Assessment to become the Final Needs Assessment, as agreed upon between the Consultant and the City.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

SCOPE OF WORK – cont.

II Task – Recommend a GIS Design

- A. The Consultant shall recommend a design of the City’s GIS. The design will be based upon the Needs Assessment and take into account our present network design to include hardware and software, and a relationship with our colleagues at the Washington County GIS Department. The Consultant shall include in the Design:
1. Recommended purchases, specifications, configuration, storage and maintenance of data, software and hardware.
 2. Recommended strategy for development and conversion of data (if necessary), including but not limited to registering the parcel and aerial layer with other layers.
 3. Recommended strategy and purchases necessary to provide public access through the Internet of selected portions of the City’s GIS data.
 4. Recommended staffing requirements for implementation and support, including City staff requirements and consulting contract staff requirements.
 5. Recommended staff training
 6. Estimate of costs of all items of design
 7. Estimate of staffing and costs for on-going operations, including long-term City staff and Consultant staffing, costs for maintenance, support and on-going development.
 8. Recommended job specifications for long-term City staff and Consultant staffing
 9. Any other necessary specifications, procedures, or plans needed for a successful GIS Design.
- B. The consultant will prepare a report on the design recommendations (“Draft Design Report”)
- C. Upon City review and comment, the Consultant will revise the Draft Design Report as agreed upon between the Consultant and relevant City staff. Once revised, the Draft Design Report will become the Final GIS Design Report.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

SCOPE OF WORK – cont.

III Task - Write Implementation Plan

- A. Based on the Final GIS Design Report, the Consultant will prepare an Implementation Plan to define necessary tasks and procedures, in a logical sequence, to be taken to implement the Design Report. The Implementation Plan will also define the parties responsible for each step, define a schedule of task start and end dates, and define any other pertinent design considerations to include MOU's with other agencies. The Implementation Plan will include, but not be limited to, consideration of:
1. Data creation, data conversion, and data layer registration
 2. Metadata documentation
 3. Quality Assurance
 4. On-going data maintenance
 5. Development of customized applications for staff access to GIS data, for initial implementation as well as on an on-going basis, including programming requirements.
 6. Development of customized applications for public-access to GIS data through the Internet, for initial implementation as well as on an ongoing basis, including programming requirements.
 7. Hardware, software, data installations and configurations
 8. Training of staff
 9. How technical support will be given
 10. Refinement of costs, scheduling, and staffing initially determined in the Design Report.
- B. The Implementation Report will also include a listing and explanation of the above, plus any other pertinent deliverables that the Consultant shall provide to assist in implementation.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

PROJECT SCHEDULE

<u>Schedule for Consultant Selection</u>	<u>Date</u>
RFP Mailed Out	February 11, 2009
Optional Vendor Meeting	February 25, 2009
Proposals Due	March 6, 2009
Selection Committee Interviews	March 23 thru 27, 2009
Select Consultant; notify Consultant	March 30, 2009
Present to Mayor and Council	April 21, 2009
Contract Approval vote by City Council	April 28, 2009
Issue Notice to Proceed	April 29, 2009

<u>Schedule of Work</u>	<u>Date; Deliverable(s)</u>
Kickoff Meeting	April 29, 2009
Task 1 Completion *	May 29, 2009
Task 2 Completion *	June 12, 2009
Task 3 Completion *	June 26, 2009

* In the proposal the Consultant will indicate time needed to perform Tasks 1, 2 and 3.

All tasks associated with the GIS Strategic Plan have to be finalized and completed by July 1, 2009

Work shall begin immediately after both the Consultant and the City sign a Consulting Agreement. Time of the completion of Tasks one through three shall be as agreed upon in the Consulting Agreement and the payment schedule as described in the Payment of Services portion of this RFP will be based on this Project Schedule.

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

CONTRACT

- A. We will look for the Consultant to provide us a sample of a Contract for our review. If you are selected as our vendor for this RFP, we will meet with you to review the Contracts and submit change request(s) if applicable.
- B. Payment for Services: The payment schedule will be by task deliverable as established by the guidelines of this RFP by the City of Hagerstown and the vendor. If a different payment schedule is desired, please indicate such in your RFP proposal.
- C. Retention of Billings: The City of Hagerstown will retain 10% of each billing amount until the contract is completed and accepted.

The City of Hagerstown will penalize the vendor \$150 per each business day that the contract is not completed past the project task deliverable dates.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

METHOD OF SELECTION

The selection of a Consultant will be based on a ranking given by the City's Selection Committee after reviewing the submitted proposals. All proposals will be reviewed by the City and ranked based on, but not limited to, the following criteria:

1. Experience of the firm.
2. Experience of key project staff.
3. References from past clients on similar projects.
4. Responsiveness to the scope of work in the RFP.
5. Price.
6. Ability and capacity to complete the project within the proposed schedule.
7. Record of performance on previous projects.
8. Proposed technical and procedural methods to complete the scope of work.
9. Project Management.

A vendor will be selected that best meets the evaluation criteria. The lowest cost bid will not necessarily be the selected bid, as long as the bid is within our project budget that has been allocated.

A short list of top ranked consultants will be interviewed by the Selection Committee and further reviewed until one Consultant is chosen.

References will be contacted to determine if the proposing consultant is responsive and responsible. References will be asked about their overall impression of the proposing consultant, quality of work performed, understanding of the factors affecting the implementation, and the timeliness of the Consultant's work.

All applicants will be advised of the Consultant selected for the project when the Selection Committee has completed its work.

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

PROJECT MANAGEMENT

The project manager for this RFP will be Scott Nicewarner, Information Technology Manager for the City of Hagerstown. Vendors responding to this RFP will indicate the name and experience of the project manager who will be responsible for oversight of this contract and scope of work. After the contract is awarded, the City of Hagerstown project manager must approve a change in project management or key personnel assigned to the development of the GIS Strategic Plan.

SUBMISSION GUIDELINES

You must submit two separate documents, a Technical Proposal and a Pricing Letter. They must be submitted in separate envelopes. These envelopes may be delivered in the same mailing package.

1. Technical Proposal

Proposals should be typed and should be as brief as possible and should not include any unnecessary promotional material.

Proposals shall not contain extraneous marketing materials or information that is not pertinent to this RFP.

For ease of handling, it is requested that standard 8 ½" x 11" paper be used with the simplest possible method of fastening (except that paper clips shall NOT be used), considering the size of the proposal. Drawings are not limited to the 8 ½" x 11" size.

- A. Letter of Proposal shall be submitted as an introductory cover letter.
- B. Persons or firms wishing to respond to this invitation must supply (10) copies of the proposal by **Friday, March 6 @ 2:00 PM**. Additional information submitted after the formal closing date and time will not be accepted.
- C. To facilitate comparisons during the evaluation, the Consultant will complete **OMB Form 9000-0157 (Architect-Engineer Qualifications)**. This form may be found at this link:

[contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/\\$file/sf330.doc](https://contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/$file/sf330.doc)

OR

[contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/\\$file/sf330_f.pdf](https://contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/$file/sf330_f.pdf)

Proposal P1442.09

Geographic Information Systems (GIS) Strategic Plan Development

D. Technical Approach. This section should describe the Consultant's technical work plan for the project. This description should include but not be limited to:

1. A brief narrative of the technical approach to be followed and the quality assurance program to be used.
2. A work program outlining the proposed work steps for each of the tasks discussed in the Scope of Work
3. A time schedule indicating start and completion dates for each of Tasks 1, 2, and 3. The schedule should emphasize the steps the Consultant intends to take to complete Tasks 1, 2, and 3 according to the schedule.
4. Other information that might aid the selection committee in ascertaining the Consultant's qualifications.
5. Listing of any lawsuit or litigation and the result of that action resulting from any job undertaken by the firm or by its Sub consultants that is pending or has occurred on projects within the last five years.

2. PRICING LETTER

A **total fee estimate** with subtotals for each of the Tasks 1, 2, and 3 in the Scope of Work. The fee estimate shall include an estimate, by name of individual project members, of the amount of time in person-hours that will be devoted to the project for all staff of both the Consultant and all sub-consultants. In addition to the estimated person-hours of participation of each, include the hourly rate of each individual, and the amount of reimbursable expenses.

This letter may take the standard form of a letter, with clearly distinguishable delineation of task pricing and total estimated cost for the project.

OPTIONAL VENDOR MEETING

An optional vendor meeting will be held at **10:00 AM on Wednesday, February 25, 2009. City of Hagerstown, 1 East Franklin Street, Council Chambers, 2nd Floor, Hagerstown MD 21740.**

The purpose of this conference is to give vendors the opportunity to familiarize themselves with the project and ask questions of our project management staff. Clarification of the specifications, or other matters having to do with the proposal procedure or the work, will be discussed at the meeting. Written clarification or addenda will be emailed to all vendors within five (5) working days after the conference.

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

SUBMITTAL OF PROPOSALS

Twelve (12) sealed Technical Proposals and Twelve (12) Pricing Letters will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740, until 2:00 p.m., Monday, March 6, 2009, at which time they will be publicly acknowledged. These documents must be in separate envelopes; however they may be enclosed in the same mailing package. All bids must be sealed and marked: “Proposal P1442.09 Geographic Information Systems (GIS) Strategic Plan Development.”

The City of Hagerstown will not assume the responsibility for any bids mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, Hagerstown, Maryland 21740.*

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

Bidder's Name

Bidder's Signature

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX MUNBER: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER_____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

Proposal P1442.09
Geographic Information Systems (GIS) Strategic Plan Development

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____

2. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____

3. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____