

**COUNTY OF GREENVILLE
2017 LiDAR ACQUISITION
RFP# 35-11/29/16**



Greenville County

**DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601
www.greenvillecounty.org
Phone: 864-467-7200**



GREENVILLE COUNTY COUNCIL
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660

Date: 11/04/16

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE LIDAR ACQUISITION, subject to the conditions and all provisions set forth herein and attached. The responses will be **RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.S.T., TUESDAY, NOVEMBER 29, 2015**, then publicly opened. The service must be furnished as described and specified herein and delivered to the Greenville County GIS Division.

SHOW THIS NUMBER ON ENVELOPE

Request for Proposals No.

#35-11/29/16

PROCUREMENT SERVICES DIVISION

By *Nadine Chasteen*
DIRECTOR

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE LIDAR ACQUISITION AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND SIX (6) COPIES** OF YOUR PROPOSAL.

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO NADINE CHASTEEN, CPPO, CPPB, DIRECTOR, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED TO 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR EMAILED TO lidarrfp@greenvillecounty.org NO LATER THAN 5:00 P.M., E.S.T. **NOVEMBER 11, 2015.**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP# 35-11/29/16."**

NOTE: PLEASE SIGN ON FOLLOWING PAGE AND PRICE SHEET. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THEN YOUR RESPONSE WILL BE DISQUALIFIED.

INSTRUCTIONS TO RESPONDENTS
RFP #35-11/29/16 LIDAR ACQUISITION

1. Unless otherwise required, submit only one (1) original and six (6) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME _____

ADDRESS _____

BY _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME _____

TITLE _____

EMAIL: _____

PHONE _____

FAX _____

**COUNTY OF GREENVILLE
LIDAR ACQUISITION
RFP# 35-11/29/16**

SCHEDULE

November 11, 2016

All questions must be submitted in writing to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email lidarrfp@greenvillecounty.org, by **5:00 P.M., E.S.T.**

November 29, 2016

Proposals must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than **3:00 P.M. E.S.T.**

November 29 – December 2, 2016

Review of Proposals

December 5, 2016

Tentative Date of **Award**

December 5 - 15, 2016

Contract Negotiations

December 16, 2016

Issue **Notice to Proceed**



SCORE SHEET

**Responses for
2017 LiDAR Acquisition
RFP # 35-11/29/16**

VENDOR: _____

DATE: _____

Non Responsive						CRITERIA	Total Score	Comments
	Low	Medium Low	Average	Medium High	High			
0	1	2	3	4	5	Conformance to the requirements of this solicitation, including the requirements specified in the Instructions, Terms and Conditions section.		
0	1	2	3	4	5	Ability to produce project deliverables in a timely manner and in conformance to project specifications.		
0	1	2	3	4	5	Procedures proposed to accomplish project tasks.		
0	1	2	3	4	5	Technical abilities of the respondent.		
0	1	2	3	4	5	Personnel assigned to the project.		
0	1	2	3	4	5	Proven track record successfully completing similar size and scope of projects and on time.		
0	1	2	3	4	5	References.		
0	1	2	3	4	5	Cost of project deliverables.		
0	1	2	3	4	5	Financial stability of the company.		

Maximum Points 45

Total Score _____

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1. PROPOSAL INFORMATION

Greenville County, South Carolina is soliciting proposals for LiDAR data acquisition and processing in accordance with the specifications herein. Proposals will be received at 301 University Ridge, Suite 100, Greenville, SC 29601 until 3:00PM, EST, November 29, 2016. One (1) original and six (6) copies of each proposal are required.

1.1. PROPOSAL CONTENT

Proposals must include the following items.

- An executive summary describing the major facts or features of the proposal, including an overview of the proposed methodologies, and other conclusions, assumptions, and recommendations the Responder desires to make. Any procedures or technologies that the Responder believes to be unique to his/her company should also be described. The executive summary shall not exceed two pages in length.
- Information requested in various sections of this document, including detailed descriptions of proposed methods to accomplish each project task and produce project deliverables. Include a detailed description of QA/QC procedures to be used in this project.
- A description of the Responder's previous experience successfully completing similar projects. Include references for three (3) similar projects and resumes of all key and supporting personnel to be employed on the project. Specify the total number of key and supporting personnel currently employed by the company to acquire and process LiDAR data.
- Existing workload, including the number of current and pending projects. Describe the scope and magnitude of each project.
- List any sub-contractors to be employed on this project. Include a description of the qualifications of each sub-contractor and the percentages of the cost and hours of work to be performed by each.
- A detailed project schedule from initial planning through delivery of final products. For scheduling purposes, assume a start date of January 9, 2017 and a final delivery date of April 17, 2017.
- The location of the Responder's office where all project work will occur. If the project work will occur in more than one location, list all locations where project work will occur, including the locations of any sub-contractor's facilities. The County requires work on this project to occur within the Continental United States.
- A detailed description of all aircraft, sensors, computer hardware, computer software, and other equipment to be used on this project.

- Proof of Responder's ability to secure a 100 percent Performance Bond for this project, proof of insurance, and other requirements specified in Attachment 1, Instructions, Terms, and Conditions section of this document.
- Completed Project Pricing Forms found in Attachment 3.
- Necessary changes, if any, to the Services Agreement (Contract) in Attachment 2. The attached Contract will be deemed acceptable to the selected Vendor unless the Responder includes requested changes in their proposal. If the selected vendor causes a delay in contract negotiations, the County reserves the right to award the project to an alternative vendor.
- Corporate financial statement for the latest reporting period.

Any proposal that does not fully address the required items listed above will not be considered.

1.2. PRE-PROPOSAL QUESTIONS AND ANSWERS

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.S.T., November 11, 2016**. Please refer all questions in writing about this Request for Proposals and project to:

County of Greenville
Nadine Chasteen, CPPO, CPPB, Director
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7206
Fax: (864) 467-7304
E-mail: lidarrfp@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

1.3. PROPOSAL EVALUATION CRITERIA

The proposals will be evaluated on the following criteria utilizing the score sheet included (page 4) in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Conformance to the requirements of this solicitation, including the requirements specified in the Instructions, Terms, and Conditions section.

- Ability to produce project deliverables in a timely manner and in conformance to project specifications.
- Procedures proposed to accomplish project tasks.
- Technical abilities of the respondent.
- Personnel assigned to the project.
- Proven track record successfully completing similar size and scope of projects and on time.
- References.
- Costs of project deliverables.
- Financial stability of the company.

1.4. VENDOR SELECTION PROCESS

Proposals will be evaluated by a Review Committee using the criteria cited above. Responders may be invited to discuss their proposal with the Review Committee during separate interviews. All costs incurred in making interview presentations are the responsibility of the Responder. Prior to a final decision, members of the Review Committee may elect to visit the project work facilities of finalist Responders. Any visits that may occur will be strictly at the County's expense.

1.5. QUALIFICATIONS

Vendors shall provide the following with their response:

1. Overview of company background.
2. Staffing or organizational chart showing staff that will be used for this project.
3. Corporate/individual qualifications and experiences, including certifications.
4. Current resume(s) for individuals(s) assigned to this project.
5. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.
6. IRS Form W9 Taxpayers' Identification (revised August 2014).
7. Copy of company's Certificate of Insurance.
8. Copy of company's latest financial report.

1.6. REQUIRED INSURANCE

Vendors must submit a copy of their Certificate of Insurance with response to this RFP.

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it

has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#35-11/29/16.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Umbrella/Excess Liability

\$1,000,000 per occurrence over primary insurance
\$1,000,000 annual Aggregate

Professional Liability: (E&O)

Coverage must be written for no less than the following limits:
\$1,000,000 per occurrence
\$1,000,000 aggregate

Policy shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

1.7. PROJECT SCHEDULE

The County's primary objective is to acquire new data that meet or exceed the specifications defined in this document. All data deliverables will be subjected to a proven QA/QC process to ensure compliance with project specifications. Both, data quality and timely delivery are critical project success factors. Final project deliverables must be received by April 17, 2017. Respondents shall include a project schedule in their proposal showing all tasks from project planning through final delivery for all project deliverables.

2. PURPOSE AND INTENT

Greenville County, South Carolina wishes to obtain current, annual, LiDAR data to assist in detecting changes in building structures for the 2017 through 2019 flying seasons. LiDAR deliverables will consist of a classified point cloud for ground and building features. LiDAR data shall be delivered in LAS version 1.4 format.

The basic specifications as described below are designed to obtain the above project deliverables using generally accepted, standard methods and equipment. The Responder's primary proposal must address the specifications contained herein and any exceptions or deviations should be clearly specified.

Sample data supplied by the Responder from previous projects are optional with the proposal. If sample data are provided, they must have been produced using the same project specifications as those contained in the Responder's response to this RFP. Media must be clearly labeled, describing pertinent characteristics of the sample data.

If a Responder wishes to propose alternative methods for obtaining comparable products and results, a secondary proposal should be submitted. The Secondary Proposal should be clearly labeled as such and included as an attachment to the Primary Proposal. The Secondary Proposal should include a step-by-step description of the methods and equipment to be utilized as well as the Responder's experience providing similar deliverables. Additionally, sample data should be provided, clearly demonstrating that the alternative methods produce comparable or superior products and results as compared to the products produced using methods described in this RFP. A cost break-down for each project task and deliverable shall also accompany the Secondary Proposal.

3. PROJECT AREA

Greenville County is located in the northwest portion of South Carolina. The topography varies from gentle slopes in the southern portion of the County to relatively steep terrain in the northern mountains. The County encompasses 795 square miles and had a 2013 population of 471,000.

The geographic extent for the project is shown on the map in **Attachment 5** and consists of 276, 10,000' x 10,000' tiles or 990 square miles. Deliverable data must be continuous over entire project area and must completely fill all tile boundaries.

To display the project area and review existing data, point your Web browser to http://www.gcgis.org/apps/lidar_rfp2017/. The tile index, county boundary, and control points are also available for download as a zipped set of ESRI Shapefiles from http://www.greenvillecounty.org/Purchasing_Dept/RFP.asp.

4. GIS HARDWARE/SOFTWARE

Greenville County uses ESRI's ArcGIS/ArcSDE/ArcGIS Server software running on Windows/Intel hardware. The primary operations software is ArcGIS Desktop version 10.3 accessing SQL Server 2008 R2 databases via ArcSDE. All data deliverables must be in a format compatible with and useable in the County's GIS environment.

5. PROJECT REQUIREMENTS AND PROCEDURES

Final data deliverables must be continuous over the entire project area and must completely fill all tile boundaries. Data gaps or voids are unacceptable.

5.1. PROJECT CONTROL

The use of airborne GPS (ABGPS), an inertial measurement unit (IMU), and ground control is required. The County will supply 37 photo-identifiable ground control points distributed throughout Greenville County as shown in **Attachment 4**. These control points consist of coordinates, elevations, and field reference photos acquired on January 26 and 27, 2014 under the supervision of a Professional South Carolina Land Surveyor. The South Carolina Geodetic Survey's VRS and Topcon GRS1 GNSS/GPS receivers were used to obtain an accuracy of three centimeters. The control points and reference photos will be provided to the selected Vendor only.

The horizontal reference for the project will be **NAD 1983 (2011)**, S.C. Single Zone State Plane Coordinate System, with units expressed as **International Feet** (1 foot = 0.3048 meters). The vertical reference shall be **NAVD 1988** with units expressed as **US Survey Feet** (1 foot = 0.3048006 meters).

5.2. AERIAL LIDAR SURVEY

5.2.1. General

Aerial LiDAR data shall be collected and processed in general compliance with LiDAR Base Specification ver. 1.2 (Heidemann, USGS Techniques and Methods, book 11, chap. B4, 2014) to meet Quality Level 3 (QL3) requirements.

5.2.2. Sensor Requirements

The sensor must be designed and manufactured for aerial LiDAR survey work and coupled with an IMU and AGPS. It must be capable of detecting multiple discrete returns per pulse with a minimum of 4 plus the last return. Responder must provide a detailed description of the procedures that will be used to calibrate the system and prevent AGPS/IMU drift inaccuracies.

5.2.3. Environmental Conditions

LiDAR data shall be collected between January 1 and March 7, 2017 (leaf-off). Data shall be acquired when skies are free of clouds and fog between the aircraft and the ground. The ground shall be free from snow, standing water, or any type of surface inundation. Flights should not occur

during periods of heavy smoke, haze, excessive cross winds, or turbulence.

5.2.4. Flight Plan/Pulse Spacing

Aggregate Nominal Pulse Spacing (ANPS) shall be less than or equal to 1.41 meters for the geometrically usable part of swaths, excluding acceptable data voids. The scan angle should not exceed a field of view (FOV) of 40 degrees (+/- 20 degrees from nadir). Flight line overlap must be ten percent or greater to insure there are no data gaps between usable portions of swaths.

Any deviation from the above specifications shall be fully described and supported in the Response.

5.2.5. Data Voids

First return gaps in the point cloud, within a single swath, and greater than 8 square meters ($4 \times \text{ANPS}^2$) are not acceptable unless caused by bodies of water, areas of low near infrared reflectivity, or unless the gaps are appropriately covered by adjacent swaths.

5.2.6. Spatial Distribution of Points

LiDAR collection shall be planned and executed to produce an aggregate first return point cloud that approaches a uniform and regular distribution, free from clustering.

5.2.7. Point Cloud Specifications

The raw point cloud shall be classified for ground and building points using the standard ASPRS classification scheme. No nonwithheld points will remain in class 0 after processing. The classified point cloud shall be referenced by South Carolina State Plane Coordinates as specified in Section 5.1. The point record format shall be fully compliant with ASPRS LAS Specification, v1.4, including all standard attributes (intensity, return number, georeferencing info, adjusted GPS time, etc.). Classification accuracy and consistency of the point cloud shall meet or exceed QL3 requirements. Within any one square kilometer, no more than two percent of nonwithheld points will have demonstrable errors in the classification value. Point classification shall be consistent over the entire project area

with no noticeable variation in the character, texture, or quality of the classification between tiles, swaths, lifts, or other non-natural divisions.

5.2.8. Positional Accuracy

The relative vertical accuracy of the LiDAR swath shall be based on smooth surface repeatability and swath overlap consistency. For QL3 datasets, smooth surface repeatability shall occur within 12 cm. Swath overlap difference, expressed as $RMSD_z$ shall not exceed 16 cm, and the maximum swath overlap difference shall not exceed 32 cm.

Absolute, nonvegetated vertical accuracy (NVA) for the unclassified point cloud and digital elevation model shall have an error, expressed as $RMSE_z$, of less than or equal to 20 cm. Error at the 95 percent confidence level shall be less than or equal to 39.2 cm. Accuracy for the unclassified point cloud must be confirmed prior to further processing. The intention is for the Vendor to confirm NVA meets the QL3 accuracy specification by withholding a portion of the County supplied control points from LiDAR georeferencing. If necessary, the County is prepared to provide up to 10 addition checkpoints to complete the NVA assessment.

The published documentation cites errors in GPS positions, IMU angles, and flying altitude as the primary factors in determining the horizontal accuracy of LiDAR data. Vendors must clearly state the horizontal accuracy that will be achieved in their response to this RFP. Horizontal error should be stated in terms of the $RMSE_r$ statistic.

The Responder shall provide a detailed description of the LiDAR planning, acquisition, processing, and quality assurance process, including a discussion of each of the above requirements.

6. DELIVERABLE PRODUCT SPECIFICATIONS

All data products shall be referenced to the **South Carolina State Plane Coordinate System**, as specified in Section 5.

All final data products shall be delivered as complete, countywide datasets (no incremental delivers of final deliverables). Final data deliveries must be received by April 17, 2017.

6.1. LIDAR ACQUISITION AND ACCURACY REPORT

Prior to point classification, the Vendor shall submit a post-survey report describing absolute and relative vertical accuracy achieved, horizontal accuracy, details of system calibration checks, actual sensor parameters used, and flight line trajectories. The report should be submitted as a PDF. Flight line trajectories shall be submitted as a feature class in an ESRI file geodatabase. For each flight line, the attribute table shall include the beginning and ending time and date, the flight line number, and the altitude of the aircraft.

6.2. GROUND AND BUILDING CLASSIFIED LIDAR POINT CLOUD

The Vendor shall deliver the processed and classified LiDAR Point Cloud for ground and building points as specified in Section 5.2.7. These data shall be fully compliant with ASPRS LAS Specification, v1.4 including all standard attributes. The entire LiDAR dataset shall consist of 276 LAS files, one file completely covering each of the 276, 10,000 ft x 10,000 ft tiles that define the project area. Tile names from the County supplied tile index shall be used to name each LAS file.

7. QUALITY CONTROL AND PRODUCT ACCEPTANCE

7.1. QUALITY CONTROL

Greenville County retains the sole right to determine Contract adherence for quality control purposes. If, in Greenville County's judgment, the Vendor is in breach of the quality control requirements, suspension of production may be required until such time as the Vendor can determine that such problem(s) have been corrected.

Describe, in detail, the quality control process that will be used to verify the accuracy, completeness, consistency, data structure and overall integrity of the final products in all phases of data development. State the procedures that will be used to detect and correct problems immediately prior to shipping data to the County.

It is the responsibility of the Vendor to detect and correct data errors, according to Project Data Acceptance Criteria prior to shipment of any products to the County. *This is imperative to insure timely availability of data.*

The County may conduct a visit to the project site at any time throughout the duration of the project.

7.2. PRODUCT ACCEPTANCE

All deliverable products will be checked within 15 business days of delivery to the County. Responders shall specify turnaround time required for redelivery of products following the receipt of valid edit calls from the County.

- Digital file format – Unless stated otherwise in this RFP, the Vendor shall provide all LiDAR data in LAS v1.4 format.
- Exchange Media - The County in consultation with the Vendor will determine specific media and procedures to be used. Labels will be affixed to delivery media and will include the date, a unique identification number, and a complete listing of contents.

The County will subject delivered products to a series of QA/QC inspections including the following.

- Mounting, manipulation, and display of data files on the County's GIS (Deliverable products that are incompatible with or inoperative on the County's GIS will not be accepted).
- Field checks to ensure data meets vertical and horizontal accuracy standards.
- Automated QA/QC routines to ensure data content and attribute accuracy.

If the number and character of errors detected by the County during the quality review is substantial, the County may reject the entire shipment without completing the review. The County will notify the Vendor of the rejected status of the shipment and the Vendor must check and correct all data in the delivery area prior to re-delivery.

Completion of any required corrective actions shall not affect the Vendor's production schedule. Payment for work will not be authorized until the County has accepted the products. The County Project Manager will notify the Vendor of the acceptance status of each delivery area within 15 business days of delivery.

8. MATERIALS/ASSISTANCE PROVIDED BY THE COUNTY

The County shall be responsible for providing the following items to the Vendor.

- Project tile index.

- Ground control points and field reference photographs.
- Existing buildings for QA purposes.
- Timely project communications.

9. OWNERSHIP OF MATERIALS

All materials produced as a result of this project including but not limited to raw aerial imagery, raw LiDAR point clouds, aerial triangulation data, terrain and elevation models, and control data shall become the property of Greenville County. The County may request that the Vendor store these materials at the Vendor's facility at no charge, however, any and all materials shall be returned to the County upon written request.

10. SAMPLE CONTRACT

A sample contract is attached for review.

ATTACHMENT 1: INSTRUCTIONS, TERMS, AND CONDITIONS

1. **Proposal Opening and Award:** Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. However, no decision will be made until Purchasing and the user Division have had ample time to review each proposal. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the proposal that meets the requirements and criteria set forth in the request for proposal. No proposal may be withdrawn for a period of 60 days after proposal opening date. Proposals, whether mailed or hand delivered, must be received and time/date stamped in the Purchasing Office by the closing time and date indicated on the proposal. Proposals received after the closing time/date will not be accepted. By submission of a proposal, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all proposals, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in proposal evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.
3. **Bidders Qualification:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidders ability to provide the products or services requested herein.
4. **Bidders Responsibility:** Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this proposal or to any contract as a result of this proposal.
5. **References:** The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. **Waiver:** The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like proposals; or ambiguous proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. **Proposal form:** Each bidder must submit a proposal on the form provided. The bidder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any commissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposal may not be accepted on any other form than the proposal form provided.
9. **Questions:** Questions shall be submitted in writing to Nadine Chasteen, Director, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, Fax # (864)467-7304 or by e-mail at lidarrfp@greenvillecounty.org by 5:00 P.M., E.S.T, November 11, 2016.
10. **Bid Bond:** A bid bond is not required.
11. **Return of Bid Bond:** Not applicable.
12. **Performance and Payment Bond:** The successful bidder, within ten (10) working days after acceptance of the bidders offer by the County as evidenced by the "Intent to Award" notice given by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be submitted to the County with a signed copy of the contract. The contract **will not** be accepted by the County without receipt of a satisfactory performance and payment bond. Upon receipt of the performance and payment bond and the signed contract the County will execute the Contract and Notice to Proceed. The ten (10) working days may be extended upon written approval by the Purchasing Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Purchasing/Grants Division the performance and payment bond in said period of ten (10) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn immediately. Bond must have approval by the County Attorney's Office before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The performance and payment bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and

complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The performance and payment bond will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.
14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.
15. **Number of Proposal Copies:** Please submit **One (1) Original and Six (6) Copies** of your proposal.
16. **Proposal Changes:** Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.
17. **Proposal Price:** The proposal price presented as a result of these specifications shall be for the contract period. The proposal shall be acceptable for **sixty (60) days** from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. **Tie Proposals:** In the case of tie proposals, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
20. **Deduction and Holdbacks:** In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are

to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1. For use of County's forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to holdback and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. **Evaluation Criteria:** The proposals will be evaluated on the following criteria utilizing the score sheet included (page 4) in this RFP.
 - Conformance to the requirements of this solicitation, including the requirements specified in the Instructions, Terms, and Conditions section.
 - Ability to produce project deliverables in a timely manner and in conformance to project specifications.
 - Procedures proposed to accomplish project tasks.
 - Technical abilities of the respondent.
 - Personnel assigned to the project.
 - Proven track record successfully completing similar projects on time.
 - References.
 - Costs of project deliverables.
 - Financial stability of the company.
22. **Quality:** Unless otherwise indicated in this proposal it is understood and agreed that any items offered or shipped on this proposal shall be new and in first class condition unless otherwise indicated herein.
23. **MBE/WBE Participation – Affirmative Action:**
 - A. MBE/WBE – Vendors submitting proposals are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
 - B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
25. **Termination:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. **Non-Appropriation:** Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.
29. **S.C. Law Clause:** Upon award of contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **Assignment Clause:** Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No

contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

31. **Indemnification**: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
32. **Deviations from Specifications**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the proposal and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
33. **Minor Deviations**: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
34. **Price Reductions**: By submitting a proposal in response to this solicitation, bidder guarantees that Greenville County is receiving the lowest price offered by bidder's company for like items/services to other customers. If at any time during the contract period, bidder offers a lower price to another customer, upon discovery Greenville County shall reserve the right to take any or all of the following actions:
 - a) Cancel the contract, if it is currently in effect;
 - b) Determine the amount which the County was overcharged and submit a request for payment from the bidder for that amount or deduct the difference from any amount due the bidder;
 - c) Demand that the bidder offer the County the same pricing schedule;
 - d) Take the necessary steps to collect any performance surety provided on the applicable contract.
35. **Contractor License Requirement**: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful

conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

36. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a proposal, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. **Insurance:**

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

Automobile Liability

\$1,000,000 per Occurrence – Combined Single Limit
Coverage shall include bodily injury and property damage
and cover all vehicles including owned, non-owned and hired.

Comprehensive General Liability

\$1,000,000 per occurrence
\$2,000,000 general aggregate

Worker's Compensation

Coverage A State of SC Statutory
Coverage B Employers Liability \$1,000,000 Each Accident
\$1,000,000 Disease, Per Employee
\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Umbrella/Excess Liability

\$1,000,000 per occurrence over primary insurance
\$1,000,000 annual Aggregate

Professional Liability: (E&O)

Coverage must be written for no less than the following limits:

\$1,000,000 per occurrence

\$1,000,000 aggregate

County shall have Certificates of Insurance from contractor within 10 working days of notice of award and/or before work begins.

38. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
39. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
40. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. **Non-Collusion:** The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.
42. **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

43. **Publicity Releases:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
44. **Public Record:** All information submitted relating to this proposal, except for proprietary information, shall become part to the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
45. **Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

ATTACHMENT 2: SERVICES AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MAPPING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between the **COUNTY OF GREENVILLE**, South Carolina, a political subdivision of the State of South Carolina, having its principle place of business at 301 University Ridge, Greenville, South Carolina 29601 (“**COUNTY**”), and <VENDOR>, located at <ADDRESS WHERE ALL PROJECT WORK WILL BE PERFORMED>. (“**CONTRACTOR**”).

WITNESSETH:

WHEREAS, **COUNTY** desires to employ **CONTRACTOR** to render geographic data services for digital orthophotography and mapping; and

WHEREAS, **CONTRACTOR** represents that it has the expertise, knowledge, and ability and is qualified to render such professional services and that it is willing to provide such services under the terms and conditions contained herein,

NOW, THEREFORE, in consideration of these premises and of the mutual promises, covenants and agreement contained herein, the parties agree as follows:

1. **CONTRACT PERIOD:**

This Agreement shall begin on the date the NOTICE TO PROCEED is received by **CONTRACTOR** and shall remain in effect until all products and professional services to be provided pursuant to this Agreement are performed and delivered to **COUNTY**, unless sooner terminated as hereinafter provided. **It is further understood and agreed that this Agreement will be null and void if funds are not appropriated sufficient to pay for the services herein.**

2. **SCOPE OF SERVICES:**

The products and professional services to be provided are more fully set forth in **COUNTY**'s Request for Proposal (“RFP”) #35-11/29/16, a copy of which is attached hereto and incorporated herein by reference as Exhibit _____.

CONTRACTOR acknowledges that it is an independent Contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute **CONTRACTOR** or any of its employees as the agent, representative or employee of **COUNTY**, or create a joint venture between the parties.

With the exception of PROJECT WORK performed by approved subcontractors, it is agreed that all PROJECT WORK will occur at the **CONTRACTOR**'s place of business, identified in this AGREEMENT as <PROJECT OFFICE ADDRESS

FROM ABOVE>. No PROJECT WORK shall be performed at any other location or by any subcontractor without the COUNTY's prior written approval.

3. **PROJECT SCHEDULE:**

3.1 All products and professional services to be performed and delivered by **CONTRACTOR** in accordance with the provisions of this Agreement shall be performed and delivered in accordance with the PROJECT SCHEDULE, a copy of which is attached hereto and incorporated herein by reference, as EXHIBIT<>.

3.2 **COUNTY** and **CONTRACTOR** may negotiate mutually agreeable changes in the PROJECT SCHEDULE. Any such changes shall be in writing and signed by both parties.

3.3 Either party will promptly notify the other in writing upon knowledge of any cause for delay or projected delay and the foreseen impact on the PROJECT SCHEDULE. Any final changes in the PROJECT SCHEDULE will then be confirmed by mutual agreement.

3.4 In the event the **CONTRACTOR** fails to deliver all PROJECT WORK by the completion date set forth in the PROJECT SCHEDULE, then **CONTRACTOR** shall pay the **COUNTY** the sum of Two Hundred and 00/100 (\$200.00 USD) Dollars per calendar day for each and every calendar day of inexcusable delay if so requested by the **COUNTY**. Any sums due and payable hereunder by **CONTRACTOR** shall be payable, not as a penalty, but as liquidated damages applicable to such delays and withheld from any amounts otherwise due **CONTRACTOR**.

3.5 In the event **CONTRACTOR** is unable to complete incremental or final PROJECT WORK according to the PROJECT SCHEDULE due to delays on the part of the **COUNTY** in supplying prescribed source materials, Paragraph 3.4 shall not apply and a mutually agreeable change to the PROJECT SCHEDULE shall be executed.

3.6 In the event the PROJECT SCHEDULE and completion time is extended as a result of delay(s) on the part of the **COUNTY** or at the request of **COUNTY** based on a change pursuant to Paragraph 3.2 above, **COUNTY** agrees to extend the PROJECT SCHEDULE for the same number of calendar days for which it has delayed the project or to accommodate a change of scope pursuant to Paragraph 5.1.

4. **PAYMENT TERMS:**

4.1 **COUNTY** agrees to pay **CONTRACTOR** for the products and professional services provided herein in accordance with **CONTRACTOR**'s response to RFP

#35-11/29/16 as well as any Amendment(s) thereto, which Amendment(s) is/are attached hereto and incorporated herein by reference as EXHIBIT . It is understood and agreed that the total PROJECT PRICE to be paid to **CONTRACTOR** by **COUNTY** shall not exceed XX and 00/100 (\$XX.00 USD) Dollars.

4.2 **CONTRACTOR** shall submit monthly invoices in accordance with EXHIBIT . Such invoices shall include a detailed listing of charges. Payment shall be made upon satisfactory completion, delivery and acceptance by the **COUNTY** of the services so invoiced.

4.3 A. All payments shall be made within 30 days of receipt of the invoice. Furthermore, upon delivery of the respective data by **CONTRACTOR** to **COUNTY**, **COUNTY** shall have thirty (30) calendar days to accept the data and to notify **CONTRACTOR** in writing or by email of such acceptance. If **COUNTY** fails to notify **CONTRACTOR** within such thirty (30) calendar days of the delivery, the work shall be deemed accepted for payment purposes only.

B. **COUNTY** shall prior to making payment on the invoice for delivered and accepted data withhold ten percent (10%) from the payment due. The amounts so withheld shall be released to **CONTRACTOR** upon satisfactory completion of the PROJECT WORK.

C. **COUNTY** shall notify **CONTRACTOR** within thirty (30) calendar days of receipt of invoice of any dispute with the invoice and **CONTRACTOR**, upon such notice, shall provide back-up data to **COUNTY**. **COUNTY** and **CONTRACTOR** will thereafter, promptly resolve any disputed items. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by **COUNTY**, then **CONTRACTOR** shall have the right to suspend all work under this Agreement without prejudice.

4.4 Approval and/or payment of such invoices shall not in any way relieve **CONTRACTOR** of its liability to **COUNTY** for errors, omissions, or other deficiencies by the **CONTRACTOR** in the performance of these services. **COUNTY**'s review, approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights of **COUNTY** under this Agreement.

4.5 **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

4.6 **IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEARS, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.**

5 **CHANGES:**

5.1 **COUNTY** may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event **CONTRACTOR** is requested to perform additional services or work not contemplated by this Agreement, **CONTRACTOR** will promptly notify **COUNTY** if such change causes an increase in **CONTRACTOR's** cost of, or time required for, performance of any services under this Agreement. In such event an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work, such request must be made in writing. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work **COUNTY** shall be entitled to a decrease in the amount of compensation to be paid to **CONTRACTOR** accordingly.

5.2 All change orders must be in writing and executed by both parties to be valid, and no services for which any additional compensation will be charged by **CONTRACTOR** shall be furnished without the written authorization of **COUNTY**.

5.3 **COUNTY** may add to or reduce the scope of work by generating mutually agreed upon contract EXHIBITS to this basic agreement.

6. **RESPONSIBILITIES OF THE PARTIES:**

6.1 **COUNTY** shall provide **CONTRACTOR**, and its employees, access to all necessary, existing digital data for completion of the PROJECT.

6.2 **COUNTY** shall ensure source materials meet all specifications for accuracy, content, and condition as detailed in RFP #35-11/29/16.

6.3 **COUNTY** shall be responsible for reviewing and validating the quality and content of the products and services delivered by the **CONTRACTOR**. In the event ten (10%) percent or more of the delivered products fail to meet PROJECT acceptance criteria, within a given delivery, **COUNTY** shall have the right to return the entire shipment for correction without first validating all products in the given shipment. Completion of any corrective action(s) by the **CONTRACTOR** shall not affect the PROJECT SCHEDULE and completion time.

6.4 **CONTRACTOR** shall be responsible for production and delivery of all products and services for the PROJECT within the mutually established PROJECT SCHEDULE.

- 6.5 **CONTRACTOR** shall be responsible for submitting a monthly progress report to **COUNTY** detailing all **PROJECT** work required for the **PROJECT** and the status of each task.
- 6.6 **CONTRACTOR** shall be responsible for invoicing **COUNTY** for products and services.
- 6.7 Upon satisfactory completion, delivery, and acceptance of the **PROJECT WORK**, **CONTRACTOR** shall, within thirty (30) days, deliver to **COUNTY** all documentation, data, and other material as may be specified in this Agreement as being property of **COUNTY** and **COUNTY** shall, within forty-five (45) days thereafter, release the 10% retainage as provided in Paragraph 4.4 B to **CONTRACTOR**.
7. **INSURANCE:**
- 7.1 **CONTRACTOR** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance coverage:

10.1. **WORKER'S COMPENSATION STATUTORY**

COVERAGE A – STATE OF SC

Coverage B - Employers liability
 \$1,000,000 Each Accident
 \$1,000,000 Disease, Per Employee
 \$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Comprehensive General Liability: \$1,000,000 per occurrence – combined single limit / \$2,000,000 general aggregate

Automobile Liability \$1,000,000 per occurrence – combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Umbrella/Excess Liability \$1,000,000 per occurrence over primary insurance / \$1,000,000 annual Aggregate

Professional Liability (E&O) Coverage must be written for no less than the following limits: \$1,000,000 per occurrence / \$1,000,000 aggregate

Policy shall contain a waiver of subrogation against the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

7.2 Such insurance shall be maintained in full force and effect during the life of this Agreement and shall protect **COUNTY**, as an additional insured, and **CONTRACTOR**, their officers, directors, employees, agents, and representatives from claims for damages, for personal injury and death, and for damages to property arising in any manner from **CONTRACTOR's** and/or any of its subcontractors negligence or wrongful failure to act in the performance of the work covered by this Agreement.

7.3 Certificates showing that **CONTRACTOR** and its subcontractors are carrying such policies of insurance shall be furnished to **COUNTY** within fifteen (15) days prior to or of contemporaneous execution of this Agreement.

8. **PERFORMANCE BOND:**

CONTRACTOR shall furnish to **COUNTY** a performance and payment bond in an amount equal to the total contract amount of \$_____. This bond amount shall be adjusted appropriately, if **COUNTY**, pursuant to paragraph 5.2, changes the scope of the contract. The performance and payment bond shall remain in effect during the performance of the work and for a period of one year after completion.

9. **INDEMNIFICATION:**

9.1 **CONTRACTOR** agrees to assume responsibility and liability for any damage, loss, or injury, including death, to person or property, including employees and property of **COUNTY**, caused by or resulting from any error, or omission of **CONTRACTOR**, or negligent act of **CONTRACTOR** or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work by **CONTRACTOR** under this Agreement. **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. **CONTRACTOR** expressly agrees to defend the **COUNTY** against any claims brought or actions filed against **COUNTY**, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

9.2 **CONTRACTOR** further agrees and commits itself to defend, indemnify, and hold harmless, at its own expense, **COUNTY** and its officers, agents and

employees, from and against any claim, suit, demand, or action alleging that any of the goods and services provided and delivered by **CONTRACTOR** to **COUNTY** are in violation of any patent, copyright, invention, trade secret or other proprietary right, whether such claims, suits, demands or actions are rightfully or wrongfully brought or filed.

10. **TERMINATION:**

- 10.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: **PROVIDED**, that no such termination may be effected unless the other party is given: (a) not less than fifteen (15) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, (b) an opportunity for consultation with the terminating party prior to termination, and (c) a period of fifteen (15) days after consultation to rectify such matters.
- 10.2 This Agreement may be terminated in whole or in part in writing by **COUNTY** for its convenience; **PROVIDED**, that **CONTRACTOR IS GIVEN**: (a) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with **COUNTY** prior to termination.
- 10.3 In the event this Agreement is terminated before completion of the work, **CONTRACTOR** will be paid only for the work actually completed to the satisfaction of the **COUNTY** as of the date of termination.
- 10.4 Upon receipt of written notice of termination, pursuant to Paragraphs 10.1 or 10.2 above, **CONTRACTOR** shall: (a) immediately discontinue all services affected, and (b) deliver or otherwise make available to **COUNTY** all data, maps, surveys, reports, summaries, and such other information and materials as may have been accumulated by **CONTRACTOR** in performing the services set forth in this Agreement, whether complete or in process.
- 10.5 Upon termination, pursuant to Paragraphs 10.1 or 10.2 above, **COUNTY** may take over the work and prosecute the same to completion by agreement with another party or otherwise.
- 10.6 In the event that the funding authority for **COUNTY** withdraws funding for this Agreement for any reason, this Agreement shall be automatically terminated and all obligations of either party cancelled except for payment to **CONTRACTOR** for work actually completed to the satisfaction of the **COUNTY** at the time of withdrawal of such funding.

11. **OWNERSHIP OF DOCUMENTS:**

11.1 **CONTRACTOR** agrees that all data, maps, surveys, reports, summaries, computer storage media, computations and data specifically prepared by or for it under the terms of this Agreement shall be the property of **COUNTY** and shall be delivered to **COUNTY**. **CONTRACTOR** agrees that **COUNTY** may reuse any and all data, maps, surveys, reports, summaries, or any other data or documents described herein in its sole discretion without first obtaining permission of the **CONTRACTOR** and without any payment of any monies to the **CONTRACTOR** therefore. However, any reuse of the documents by **COUNTY** shall be at its risk and **CONTRACTOR** shall have no liability where such documents are reused. This shall not be applicable to software coded general in nature, notwithstanding small modifications that **CONTRACTOR** might use during, or develop for the performance of the services, unless explicit mention is made in the "Scope of Services" under this Agreement.

11.2 Title for all documents, information and data of **COUNTY** received by **CONTRACTOR** for the purpose of this Agreement shall remain in the **COUNTY's** name. **CONTRACTOR** will retain all these documents until the termination of this Agreement, at which time **COUNTY** must instruct **CONTRACTOR** toward the disposition of these documents. Any charges for shipment back to **COUNTY** of these documents will be to **COUNTY's** account. In the event **CONTRACTOR** does not receive written instructions regarding document disposition within thirty (30) days of the termination of this Agreement, then **CONTRACTOR** will dispose of such documents, information and data in a manner of **CONTRACTOR's** choice and **CONTRACTOR** will incur no liability for this action, provided, however, that **CONTRACTOR** may not dispose of any of **COUNTY's** property pursuant to this Section for a period of three (3) years and without first giving **COUNTY** thirty (30) days written notice by way of certified mail. **CONTRACTOR** shall store data on same medium and in same format as delivered to the **COUNTY**.

11.3 **COUNTY's** understanding regarding the performance processes of the contractual service includes the possibility that document information and data might be marked, torn or damaged, and **CONTRACTOR** shall have responsibility for any damage, normal wear and tear excepted.

12. **WARRANTIES:**

12.1 **CONTRACTOR** warrants that the performance of the services covered by this Agreement will be conducted in a manner consistent with that level of skill exercised by members of the profession with **CONTRACTOR's** experience and qualifications. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, **CONTRACTOR** will promptly re-perform such portion of the services under the same conditions of the work, without additional compensation

from COUNTY, upon written notice from COUNTY. Establishment of the one year time period in this section relates only to the duty of CONTRACTOR to specifically correct the work. This warranty shall not apply to any modifications made to the work by the COUNTY, its employees, contractors, consultants or agents.

- 12.2 Paragraph 12.1 will be applicable regardless of any other provision, explicit or implicit, of this Agreement and shall survive termination, expiration or cancellation of this Agreement.

13. **RETENTION OF RECORDS:**

CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement and shall make such materials available for inspection by COUNTY at all reasonable times during the period of this Agreement and for the period of three (3) years after the date of Final Payment to CONTRACTOR. Copies of such data shall be furnished upon request.

14. **APPLICABLE LAW AND VENUE:**

- 14.1 The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

- 14.2 CONTRACTOR and COUNTY further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

15. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

CONTRACTOR shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to the Agreement.

16. **CONFIDENTIALITY:**

CONTRACTOR shall keep all information obtained confidential and shall not divulge any confidential information concerning the PROJECT to any person or entity unless written approval is granted by COUNTY.

17. **SUCCESSOR AND ASSIGNS:**

CONTRACTOR and **COUNTY** each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither **COUNTY** nor **CONTRACTOR** shall assign, subcontract or transfer its interests in this Agreement without written consent of the other nor shall either PARTY assign by power of attorney or otherwise, any of the money payable under the Agreement.

18. **SEVERABILITY:**

Should any section, paragraph, clause, phrase or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole of any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

19. **NOTICES:**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

10.2. COUNTY

Nadine Chasteen, CPPO, CPPB
Director, Procurement Services Division
Greenville County
301 University Ridge, Suite 100
Greenville, SC 29601
(864) 467-7304 facsimile

CONTRACTOR

Vendor Contact Name
Contact Title
Vendor Name
Vendor Address
City, State Zip
Vendor Fax Number

Any party may change the person to whom notices are to be sent by giving ten (10) day written notice of such change to the other party.

20. **INTEGRATION:**

This Agreement, along with the provisions contained in **COUNTY's** RFP #35-11/29/16 EXHIBITS < through >, inclusive, and any Change Order(s) or Amendment(s) signed and executed by the parties constitute the entire agreement of the parties. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

1. Any Change Order or Amendment signed and executed by the parties;

2. This Agreement and the EXHIBITS attached hereto and incorporated herein by reference;
3. **CONTRACTOR's** response to **COUNTY's** RFP #35-11/29/16.
4. **COUNTY's** RFP #35-11/29/16.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

CONTRACTOR NAME

By: _____

Its: _____

COUNTY OF GREENVILLE

By: _____

Bob Taylor, Chairman
Greenville County Council

By: _____

Joseph Kernell
County Administrator

ATTEST:

Theresa B. Kizer
Clerk to Council

ATTACHMENT 3: PROJECT PRICING FORM

Project Pricing Form for Primary Proposal

Contractors shall submit a breakdown of costs for the project as described in the specifications. If alternative proposals are submitted, Contractors are requested to use a similar cost breakdown. The price for the Performance Bond is only applicable in 2017.

<u>Project Phase</u>	<u>Price-2017</u>	<u>Price-2018</u>	<u>Price-2019</u>
LiDAR Survey	\$ _____	\$ _____	\$ _____
LiDAR Processing and Classification	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____
Performance Bond	\$ _____		
Total	\$ _____	\$ _____	\$ _____

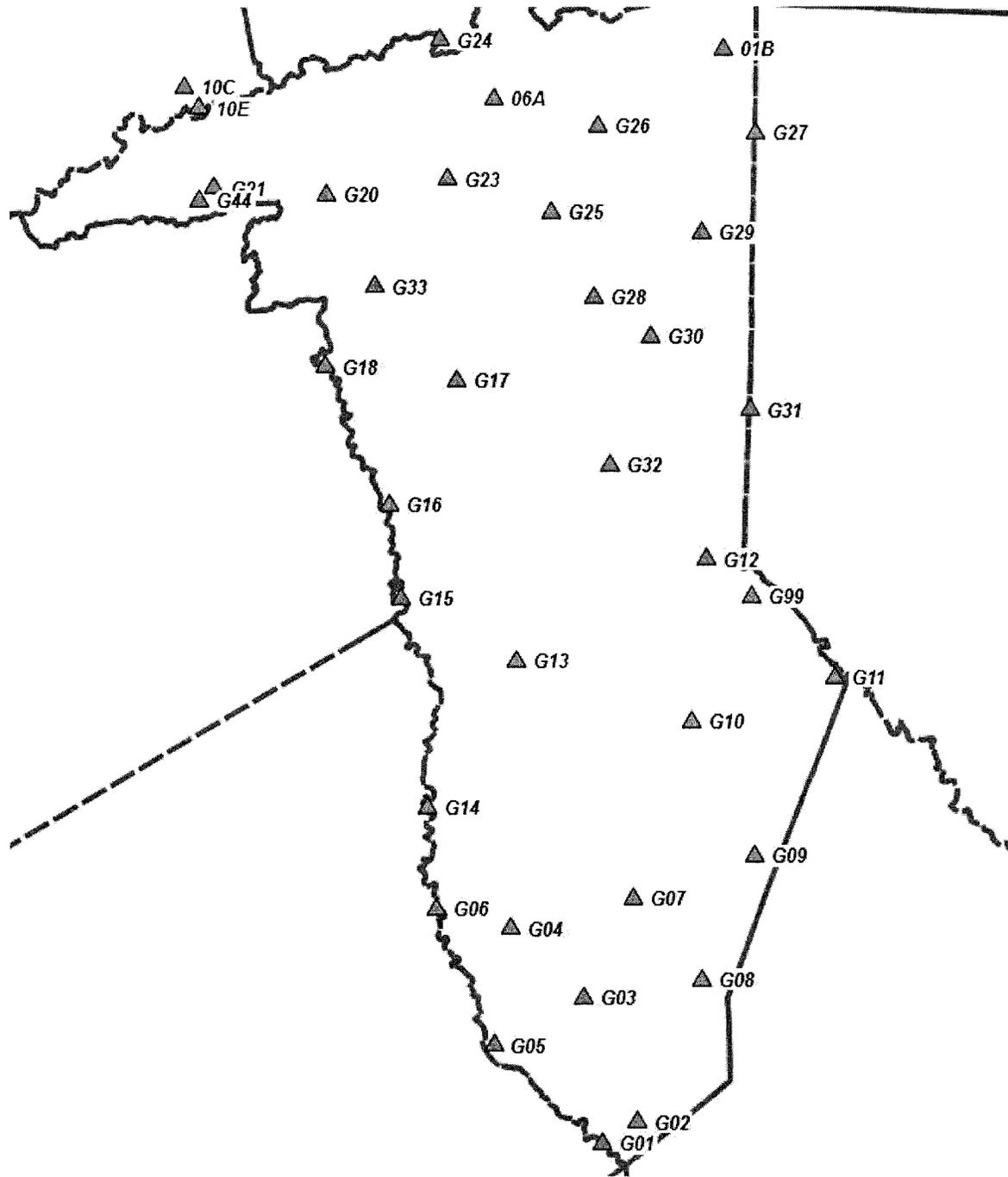
Authorized Signature

Company Name

Printed Name

Date

ATTACHMENT 4: GROUND CONTROL POINTS



60260 Greenville Co. SC Control

NAD83(2011)

SPCS83 SC IFT

NAVD88(12A) USFT

ID	LAT	LONG	LAT	LONG	SPC_E_IFT	SPC_N_IFT	ELLHT	ORTHOHT
01B	35.167716774	-82.241153352	35 10 03.78039	-82 14 28.15207	1628990.766	1215499.966	1012.861	1116.448
06A	35.137487980	-82.412550352	35 08 14.95673	-82 24 45.18127	1577608.862	1205154.455	1025.165	1127.541
10C	35.144606548	-82.642988460	35 08 40.58357	-82 38 34.75846	1508748.167	1208764.153	2619.971	2719.822
10E	35.132039901	-82.631836900	35 07 55.34364	-82 37 54.61284	1512009.964	1204137.243	2805.907	2906.011
G01	34.497916687	-82.331230325	34 29 52.50007	-82 19 52.42917	1598925.965	972067.973	499.910	599.772
G02	34.510877652	-82.305936294	34 30 39.15955	-82 18 21.37066	1606605.759	976687.019	655.321	755.303
G03	34.587357540	-82.345474892	34 35 14.48714	-82 20 43.70961	1595058.336	1004669.930	742.721	843.398
G04	34.630238417	-82.399655727	34 37 48.85830	-82 23 58.76062	1578964.089	1020490.645	777.997	879.015
G05	34.558481816	-82.412669393	34 33 30.53454	-82 24 45.60982	1574692.694	994432.237	619.218	719.643
G06	34.642147548	-82.455763753	34 38 31.73117	-82 27 20.74951	1562148.158	1025057.507	642.469	743.568
G07	34.648493196	-82.308539460	34 38 54.57551	-82 18 30.74205	1606455.729	1026774.517	693.940	795.141
G08	34.598579760	-82.257561013	34 35 54.88714	-82 15 27.21965	1621565.733	1008420.470	673.472	774.290
G09	34.674218362	-82.218581965	34 40 27.18610	-82 13 06.89507	1633619.606	1035805.434	766.876	868.295
G10	34.756758227	-82.264723686	34 45 24.32962	-82 15 53.00527	1620114.867	1066009.977	809.345	911.352
G11	34.783749426	-82.158488652	34 47 01.49793	-82 09 30.55915	1652133.410	1075458.884	640.178	742.385
G12	34.856424672	-82.254484074	34 51 23.12882	-82 15 16.14267	1623630.701	1102244.745	799.478	902.014
G13	34.794251872	-82.395472708	34 47 39.30674	-82 23 43.70175	1581028.304	1080160.276	745.753	847.786
G14	34.704066002	-82.462217014	34 42 14.63761	-82 27 43.98125	1560526.153	1047617.217	690.929	792.453
G15	34.832820658	-82.481889354	34 49 58.15437	-82 28 54.80167	1555285.886	1094557.684	740.831	843.014
G16	34.890074298	-82.490459588	34 53 24.26747	-82 29 25.65452	1553014.665	1115431.318	834.552	936.965
G17	34.965875362	-82.440404108	34 57 57.15130	-82 26 25.45479	1568409.728	1142806.360	978.276	1080.967
G18	34.974213273	-82.538890543	34 58 27.16778	-82 32 20.00595	1538947.403	1146266.333	797.542	899.998
G20	35.078829634	-82.537741199	35 04 43.78668	-82 32 15.86831	1539858.322	1184338.079	912.250	1014.322
G21	35.082941715	-82.621097449	35 04 58.59017	-82 37 15.95082	1514940.920	1186215.960	1635.321	1736.498
G23	35.088387255	-82.447035602	35 05 18.19412	-82 26 49.32817	1567047.240	1187424.950	938.963	1041.588
G24	35.173644414	-82.452631570	35 10 25.11989	-82 27 09.47365	1565809.261	1218481.507	2100.221	2201.741
G25	35.068298725	-82.370106217	35 04 05.87541	-82 22 12.38238	1589966.168	1179799.292	930.678	1033.778
G26	35.120859470	-82.334782261	35 07 15.09409	-82 20 05.21614	1600784.136	1198792.600	1063.816	1166.747
G27	35.116088494	-82.217140656	35 06 57.91858	-82 13 01.70636	1635947.038	1196621.550	947.434	1051.256
G28	35.016682435	-82.338467434	35 01 00.05677	-82 20 18.48276	1599190.890	1160887.926	901.479	1004.617
G29	35.055556539	-82.257273018	35 03 20.00354	-82 15 26.18287	1623675.769	1174732.059	932.117	1035.623
G30	34.992505582	-82.295309330	34 59 33.02010	-82 17 43.11359	1612003.761	1151923.506	815.862	919.043
G31	34.947379867	-82.222147992	34 56 50.56752	-82 13 19.73277	1633723.178	1135232.199	850.940	954.000
G32	34.914283594	-82.326369023	34 54 51.42094	-82 19 34.92848	1602335.259	1123571.691	894.359	997.046
G33	35.023236847	-82.501888939	35 01 23.65265	-82 30 06.80018	1550291.634	1163945.998	912.326	1014.878
G44	35.075330214	-82.631562014	35 04 31.18877	-82 37 53.62325	1511766.269	1183494.854	1289.948	1391.177
G99	34.833406047	-82.220671802	34 50 00.26177	-82 13 14.41849	1633675.599	1093745.752	754.970	857.427

ATTACHMENT 5: 2017 PROJECT LAYOUT MAP

