



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR PROPOSALS

No. 2017-005

GIS Stormwater Infrastructure Database Design and Population

Solicitation Issued: August 17, 2016

Proposal Submissions Due: September 21, 2016 **Time:** 4:00 PM

Submissions Received By: Wes Rhodes, Procurement Manager
City of Gaithersburg
Division of Procurement
31 South Summit Avenue
Gaithersburg, Maryland 20877

MAYOR
Jud Ashman

COUNCIL MEMBERS
Henry Marraffa, Jr.
Michael Sesma
Neil Harris
Robert Wu
Ryan Spiegel

CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

City Manager: “City Manager” means the City Manager of the City or his or her designee.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Offeror awarded the Contract.

Mayor and Council: “Mayor and Council” means the Mayor and City Council of the City.

Offeror: “Offeror” means any Person submitting a Proposal in response to this Solicitation.

Person: “Person” means any individual, or association or entity recognized by law.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Proposal: “Proposal” means the offer submitted to the City by an Offeror in response to this Solicitation.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation: “Solicitation” means this Request for Proposals.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation Documents: “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Proposals shall be submitted to and received by the City.

Web Attachment: “Web Attachment” means an individual downloadable file that is separate from and supplementary to the main Solicitation Document.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking sealed Proposals from qualified and experienced Offerors capable of providing professional services to redesign the City's stormwater infrastructure GIS database and populate stormwater infrastructure attribute data.

2.2. CITY PROFILE

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

2.3. DISCLAIMER

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.5. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

2.6. RESTRICTED DISCUSSIONS

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Offerors must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.8. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	August 17, 2016	N/A
B. Mandatory Pre-Submission Meeting: <i>See Subsection 3.2 for additional information</i>	September 7, 2016	at 10:00 AM
C. Offeror Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	September 12, 2016	by 5:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	September 14, 2016	by 5:00 PM
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	September 21, 2016	by 4:00 PM

3.2. MANDATORY PRE-SUBMISSION MEETING

There will be a mandatory Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Submission Meeting is mandatory; Offerors that do not attend the entire Pre-Submission Meeting shall not be qualified for award of the Contract. An electronic copy of the sign-in sheet will be made available on the Procurement Webpage within 5 business days of the pre-submission meeting.

City of Gaithersburg
City Hall, Gallery
31 South Summit Avenue
Gaithersburg, Maryland 20877

3.3. SUBMISSION OF QUESTIONS

All questions regarding this Solicitation shall: (i) be submitted by email to Yeon Kim, GIS Division Manager, at ykim@gaithersburgmd.gov; and (ii) be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO QUESTIONS

The City's answers to questions submitted by Offerors will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Proposal Format, Content, Preparation and Submission

4.1. PROPOSAL FORMAT AND CONTENT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall contain a separate technical proposal (“Technical Proposal”) and separate price proposal (“Price Proposal”) as follows:

A. Part A: Technical Proposal

The Technical Proposal shall be submitted separate from the Price Proposal and shall minimize the repetition of language included in this Solicitation. The Technical Proposal shall include the following material organized into sections as follows:

I. Executive Summary

This section of the Technical Proposal shall include a two-page maximum executive summary which clearly summarizes the content of the Technical Proposal only, including:

- Lead company name
- Company names of each partnering organization
- Management structure
- Contract signing authority on behalf of company, including name, phone number and email address

II. Table of Contents

The Technical Proposal shall include a table of contents that references each of sections therein.

III. Section 1: Understanding the Requirements and Ability to Meet

This section of the Technical Proposal: shall address and confirm the Offeror understands the requirements of this Solicitation and possess the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of the Proposal as they relates to the scope and objectives of the project, product and/or service deliverables.

The length of this section shall be limited to two (2) pages (8 ½” x 11” page size) with a minimum of size 10 Arial font or equivalent size.

IV. Section 2: Work Plan

This section of the Technical Proposal shall include a proposed work plan (“Work Plan”) for the project, which shall, at a minimum:

- Identify all of the tasks required to complete the project.
- Describe the purpose of each task and the requirements and responsibilities thereunder.
- Differentiate between the responsibilities of the Contractor and the responsibilities of the City. The failure by the Offeror to make any such distinction shall signify the Offeror assumes full responsibility for the respective task.

- Identify any anticipated obstacles and propose solutions to such obstacles.
- Identify any meetings that will be required.
- Identify any approvals that will be required from the City, if any.

The length of this section shall be limited to six (6) pages (8 ½" x 11" page size) with a minimum of size 10 Arial font or equivalent size. A summary chart must be provided and may be printed on up to the 11"x17" page size and does not count towards the page limit.

V. Section 3: Management Plan and Timeline

This section of the Technical Proposal shall include a timeline ("Timeline") and management plan ("Management Plan") for the project as follows:

- The Timeline, which should coincide with the Work Plan, shall, at a minimum: set forth a realistic plan for the timing of each task in the Work Plan; establish beginning and completion dates for the project; and set forth any and all milestones.
- The Management Plan shall: clearly describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline; and explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline.

The length of this section shall be limited to three (3) pages (8 ½" x 11" page size) with a minimum of size 10 Arial font or equivalent size. A summary chart must be provided and may be printed on up to the 11"x17" page size and does not count towards the page limit.

VI. Section 4: Firm Experience and Capabilities

This section of the Technical Proposal shall include an overview of the Offeror's firm and its commitment to provide the Services requested in this Solicitation. The Offeror shall, at a minimum:

- Summarize the organizational structure and size of their firm and provide the firm's date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- Describe the firm's experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.

- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person

The length of this section shall be limited to five (5) pages (8 ½" x 11" page size) with a minimum of size 10 Arial font or equivalent size.

VII. Section 5: Staff Qualifications, Experience and Capabilities

This section of the Technical Proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror shall: (i) include the names of the primary project manager, alternate project manager, and each project team member; (ii) describe the functional discipline and responsibilities for all such persons; and (iii) provide a complete resume or a detailed description of each person's education, professional experience, and length of time employed by the Offeror.

In addition, the Offeror shall clearly state if it intends to subcontract any of the proposed work and, if so, provide the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

There is no limit to the number of staff that can be used on this project.

The length of this section shall be limited to five (5) pages (8 ½" x 11" page size) with a minimum of size 10 Arial font or equivalent. Resumes will not count towards the page limit but shall be no more than one (1) page (8 ½" x 11" page size) with a minimum of size 10 Arial font or equivalent for each individual.

VIII. Section 6: Procurement Forms

This section of the Technical Proposal shall include the forms shown below, all of which are incorporated herein and attached hereto together as Attachment A. The failure by an Offeror to include any of these documents in its proposal submission is cause for the proposal to be rejected as non-responsive.

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose
- Conflict of Interest Certification
- Litigation and Lien Information
- Proposal Submission Certification

B. Part B: Price Proposal

The Price Proposal shall be submitted separate from the Technical Proposal and shall be organized to provide a separation of costs in accordance with the Task Order Tabulation Sheet, which is incorporated herein and attached hereto as Exhibit A. For Part I, Part II, and Part V (as outlined in Section 8.4), provide total hours and total cost for each task. The cost shall be individually determined based on the hourly rates and estimated hours provided in the second table in Exhibit A. Costs for Part III and Part IV shall be given as unit cost—cost per feature for Part III and cost per plan for Part IV shall be provided. The hourly rate(s) for Part III and Part IV shall be broken out by staff category and provided in the second table in Exhibit A.

4.2. **PROPOSAL PREPARATION AND SUBMISSION**

The Offeror shall submit complete sets of its Proposal in a sealed package (“Proposal Package”) in accordance with and subject to the following instructions and conditions:

- A. The Proposal Package shall contain the following:
 - I. One (1) sealed envelope clearly labeled *Technical Proposal*, which shall contain one (1) original paper Technical Proposal and four (4) identical paper copies thereof. All documents and forms shall be completed in their entirety and, when applicable, shall be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
 - II. One (1) sealed envelope clearly labeled *Price Proposal*, which shall contain one (1) original paper Price Proposal and four (4) identical paper copies thereof. All price proposals shall be signed in ink by an authorized or duly authorized representative of the Offeror.
 - III. One (1) sealed envelope clearly labeled *Electronic Copies - Technical and Price Proposals*, which shall contain one (1) identical digital copy of the original paper Technical Proposal and one (1) identical digital copy of the original paper Price Proposal, together on a compact disc or flash drive. The digital copies shall be in portable document format (PDF).
- B. The following information shall be printed clearly on the outside of the Proposal Package:
 - I. Solicitation Number
 - II. Solicitation Title
 - III. Name of the Offeror submitting the Proposal Package
- C. The Proposal Package shall be addressed to the person and submitted by the Submission Deadline to the location shown below. Any and all Proposals not received by the Submission Deadline and/or that are not submitted at the specified location shall be deemed non-responsive.

Wes Rhodes, Procurement Manager
City of Gaithersburg
Division of Procurement
31 South Summit Avenue
Gaithersburg, Maryland 20877
- D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.
- E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Proposals will be accepted or reviewed.

- G. Any and all Proposals submitted not in compliance with any of the provisions herein may be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

Award of the Contract, if any, shall be to the Responsible Offeror whose Proposal: (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

5.2. SELECTION COMMITTEE

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project (“Selection Committee”) to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award.

5.3. EVALUATION CRITERIA

The Selection Committee will evaluate each Proposal on the following criteria (“Evaluation Criteria”):

- A. Understanding the Requirements and Ability to Meet
- B. Work Plan
- C. Management Plan and Timeline
- D. Firm Experience and Capabilities
- E. Staff Qualifications, Experience and Capabilities
- F. Price

5.4. SELECTION PROCESS

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

A. Review for Responsiveness

The Procurement Manager shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Procurement Manager shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. In the event a Proposal is determined to be nonresponsive, it shall be retained by the Procurement Manager and not be distributed to the Selection Committee.

B. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

C. Interviews

Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of which may be required to make a presentation. Following interviews, if any, the Selection Committee will score interview and make a recommendation of tentative award to the City Manager.

Formal award shall be contingent on the approval by the Mayor and Council. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

6.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

6.3. ACCURATE INFORMATION

The Offeror certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

6.5. ALTERNATE PROPOSALS

The Offeror is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

6.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Offeror agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

6.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days’ following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals.
- B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

6.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the City and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

The Offeror may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

6.13. OPTIONAL GOODS AND/OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

6.14. SOLICITATION DOCUMENTS

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

6.15. SOLICITATION PROTEST

- A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16. USE OF BROKER

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.17. ACCOUNTING SYSTEM AND AUDIT

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:
 - I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.
 - II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.
- B. The Contractor shall include a similar provision in any and all subcontracts.

6.18. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

6.19. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

6.20. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City.

- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

6.21. DISSEMINATION OF DATA

- A. The Offeror shall not release any information related to the Solicitation or publish any reports or documents related to the same without the prior written approval of the City.
- B. The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

6.23. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

6.24. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

6.25. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

6.26. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

6.27. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

6.28. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

6.29. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

6.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

6.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

6.32. NON-DISCRIMINATION REQUIREMENTS

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

6.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

6.34. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

6.35. PATENTS

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

6.36. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City’s standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City’s Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor’s name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

6.37. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- B. The Contractor shall include similar provisions in all subcontracts.

6.38. SUBCONTRACTORS

The Contractor acknowledges and agrees: (i) that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and (ii) to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City. Any and all subcontractors hired by the Contractor shall be located within the United States.

6.39. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

6.40. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.
- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 6~

SECTION 7: Special Terms and Conditions

7.1. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
 - I. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000);
 - II. Professional liability insurance (errors and omissions) in an amount no less than one million dollars (\$1,000,000); and
 - III. Workers' compensation insurance for all non-City employees and workers in an amount not less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

7.2. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion milestones, to be later established and agreed upon between the City and the Contractor, and following the receipt of undisputed proper invoices for the same, which are issued in accordance with Section 6.36 of this Solicitation.

7.3. CONTRACTOR PERSONNEL

The Contractor shall utilize personnel listed in their Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the City.

7.4. OFFEROR QUALIFICATIONS

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror shall have a minimum of (8) years' experience providing services similar to those under this Solicitation.
- B. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work

8.1. INTRODUCTION AND BACKGROUND INFORMATION

The City occupies more than ten (10) square miles in the heart of Montgomery County, Maryland. The southeastern border of the City lies just thirteen (13) miles from the northwestern border of Washington, D.C. With a population less than 100,000, Gaithersburg qualifies as a National Pollutant Discharge Elimination System (NPDES) Phase II small Municipal Separate Storm Sewer System (MS4) operator. The City's MS4 area includes approximately 600 Best Management Practices (BMP) facilities, 600 BMP drainage areas, 150 linear miles of storm drain pipe, 150 culverts, 2,500 manholes, 5,500 storm drain inlets, 200 headwalls, and 800 outfalls. For a visual overview of the aforementioned features, see: (i) Exhibit B (City of Gaithersburg Stormwater Map [small-print version]), which is incorporated herein and attached hereto; and (ii) Web Attachment A (City of Gaithersburg Stormwater Map [36" by 36" PDF]), which is incorporated herein and available for download from http://apps.gaithersburgmd.gov/procurement/rfp_2017-005.zip.

The City's Geographic Information System (GIS) plays a critical role in managing stormwater, by helping to monitor existing BMPs, analyze vulnerable areas, retrofit existing facilities, and identify potential locations for implementing new stormwater BMPs. Gaithersburg's stormwater geodatabase is intended as the definitive repository of asset information related to the City's stormwater management program. This database is used by staff from multiple departments and will be integrated with other enterprise software systems, such as asset management, work order, and land management systems, which require a high level of data accuracy in terms of position and description. Data quality is crucial to the City's ability to perform spatial analysis, conduct timely infrastructure maintenance, and meet regulatory reporting requirements, particularly under the NPDES program.

The City seeks to meet these needs by awarding a contract for the design and population of the stormwater geodatabase. An accurate accounting of existing stormwater infrastructure will allow the City to better assess baseline conditions and develop a comprehensive plan to meet the requirements outlined in the City's anticipated reissued MS4 permit. The City intends for the Contractor to follow the Maryland Department of the Environment's (MDE) NPDES geodatabase framework, while ensuring compatibility with ESRI's Local Government Information Model (LGIM) and including other elements as required by the City.

The Contractor will be provided with digital copies of City planning and engineering records which will provide helpful background information, as well as data that the City would like captured.

The final deliverable will include updated datasets and attribute data as a geodatabase and a manual detailing the methodology for ongoing maintenance of the delivered database; it is the City's wish that future database updates are consistent with the methods of the Contractor.

8.2. PROJECT GOALS

The City seeks a qualified and experienced Contractor to review existing stormwater infrastructure GIS data layers and related engineering records, and provide the City with a complete, updated stormwater database. The updated stormwater database is intended to:

- Incorporate existing engineering records thoroughly;
- Provide a basis from which the City can strategize upcoming stormwater management and stream restoration projects to maximize treatment and minimize cost; and

- ↳ Serve as a comprehensive data set that will aid in addressing upcoming MS4 Phase II permit treatment and reporting requirements.

8.3. GENERAL PROJECT INFORMATION

The City will provide the following data sets to the Contractor who shall utilize the most pertinent information provided by the City without disregarding the available historical records or other provided information:

- A. GIS Dataset (See Exhibit C (City of Gaithersburg GIS Data Layers), which is incorporated herein and attached hereto, for a full list of relevant data layers which can be made available to the Contractor. Additionally, at the mandatory Pre-Submission Meeting, the City will provide Offerors a sample of the current stormwater data as a file geodatabase and a GIS data agreement to which the Contractor will be bound (“Exhibit E”). The data is provided only for the Offeror’s internal use and evaluation of the scope of work. Per the accompanying GIS data agreement, the data may not be distributed by the Offeror and must be destroyed after the solicitation process concludes). Please note that the existing set of feature classes may not adequately reflect the full set of feature classes that are necessary to meet the City’s database design requirements as outlined in section 8.4.Part I. The City will provide the Contractor with a file geodatabase, which the Contractor shall use as a reference.

- I. Stormwater geodatabase:

- ↳ BMP (including ESD practices) facilities;
- ↳ BMP drainage areas;
- ↳ Culverts;
- ↳ Headwalls;
- ↳ Inlets;
- ↳ Manholes;
- ↳ Outfall drainage areas;
- ↳ Outfalls;
- ↳ Pipes; and
- ↳ Plan boundaries

- II. Tax Parcel boundaries including property and lot lines;

- III. Street centerlines and road edges;

- IV. 2014 3-inch resolution aerial imagery and 2015 4-inch resolution aerial imagery derived from Pictometry;

- V. 2-foot contours derived from 2014 LiDAR;

- VI. DEM (Digital Elevation Model) derived from 2014 LiDAR; and

- VII. LiDAR data captured during leaf-off conditions in December 2013 and January 2014.

B. Engineering Records

The City will provide scanned documents such as as-built drawings, stormwater and storm drain plans, site plans, and engineering computations, which are generally organized by project. Each site plan file contains an average of ten sheets, although some projects may have a substantially greater or lesser number of sheets.

The City will also provide available georeferenced plans to the Contractor. These plans are part of the effort expended in the Stormwater Data Update for BMP Facility and Drainage GIS Data Layers completed in December 2014.

All engineering plans and engineering records to be used for this project will be delivered electronically. The minimum resolution for these files will be 300 dpi. Examples of engineering records quality and type range are:

- Blueprints which are several decades old; and
- Mylars created within the last ten to fifteen years.

A representative sample of the engineering records to be used has been provided in Web Attachment B (Sample of Engineering Records), which is incorporated herein and available for download from http://apps.gaithersburgmd.gov/procurement/rfp_2017-005.zip.

8.4. **GENERAL PROJECT REQUIREMENTS**

The Contractor shall have all Project requirements (see Parts I-V below) completed no later than December 31, 2017 (see each Part below for specific deadlines). On a monthly basis, a brief progress report (no more than 100 words) shall be sent to the City to keep staff informed of the project status.

The requirements of the Project are as follows:

Part I. Design a Comprehensive Stormwater Geodatabase

A. **Review Existing Database**

The Contractor is to review the City's existing database and propose a new stormwater database schema that incorporates the industry's standards and best practices.

The City's existing stormwater database was created by a consultant over ten years ago. There is no documentation on its creation or population methodology. Feature classes were originally designed to capture elements found in stormwater plans and as-builts, and a small number of attributes and a feature class were added later to meet changing business needs. The typical workflow for City staff to maintain the stormwater database involves creating a feature's geometry from georeferenced stormwater plans and/or as-builts and populating attributes based on these plans or knowledge gained from field inspections and institutional knowledge.

The stormwater management BMP and BMP drainage area feature classes were updated at the end of 2014. Methodology for the creation and population of these datasets is available and will be provided to the Contractor.

It is important that most of the attributes recorded in the City's current database be retained and improved in the new database. However, the City's expectation is that modifications will be necessary in order to achieve a database design that:

- Is compatible with, or can be readily exported to meet MDE's stormwater database requirements for Phase I and Phase II permit holders; and
- Takes advantage of ESRI's Local Government Information Model and its accompanying maps and applications, and follows best practices in building stormwater network GIS data; and
- Employs a feature and file naming convention, to be approved by the City, in keeping with MDE database structure and existing City database naming conventions shown in Exhibit D (City of Gaithersburg GIS Data Layer Naming Convention), which is incorporated herein and attached hereto.

In evaluating the industry's standards and best practices, which may optionally include comparison with neighboring jurisdictions' database formats as described in Part I.A.VI, the Contractor shall propose a database schema that also takes into account the expectations detailed by feature class, below, and the core attributes that must be considered for all feature classes.

- I. Current feature class uses and database expectations are shown below. All feature classes that participate in the stormwater network shall be modeled as a geometric network suitable for modeling flow and performing other network analyses.

- a. BMP Facility and BMP Drainage Areas

Feature classes for BMP Facilities and BMP Drainage Areas were updated in 2014 as part of the 'Stormwater Data Update for BMP Facility and Drainage GIS Data Layers' project. During this project, a feature class entitled *Plan_Boundaries* was created to show the extent of each plan. This was used as a basis for updating BMP Facilities and BMP Drainage Areas. There is a relationship class configured to link BMP Facilities to corresponding plan polygons. City staff expects that only minimal effort will be required to keep the BMP Facilities and BMP Drainage Areas feature classes up-to-date.

BMP Facilities and BMP Drainage Areas are of primary importance. They form the basis of the City's BMP inspection and maintenance program and stormwater program fee, and thus must be able to interface with separate enterprise software systems, such as asset management, work order, and land management systems. BMP Facilities and BMP Drainage Areas are the main feature classes that the City is required to submit to MDE. It is important to keep this data as accurate as possible since it is used to calculate how much impervious surface the City is currently treating.

- b. Culverts

This is a newer feature class that City staff created in 2015. It was motivated by the City's need to have a complete inventory of culverts for properly scheduling inspection and maintenance. First, candidate locations of culverts were created by intersecting the City's existing Roads and

Streams GIS data layers. Locations were further verified by the City's Environmental Technician utilizing a Trimble GeoXH unit. Attributes were derived from available plan documents, field inspections, and existing GIS data layers.

c. Headwalls

This feature class currently tracks the locations and attributes of headwall and endwall structures, which are retaining walls built at pipe openings to reduce erosion and provide structural stability. The headwall/endwall feature class in the new database should accurately capture their positions, correctly identify them as either headwalls or endwalls, and indicate their association with other stormwater system features (particularly pipes) captured in the database.

d. Inlets

The City has a separate contract in place to inspect all stormwater inlets over the course of five years. To ensure that inlets recorded in the inspection project are identified in the new stormwater database, a legacy unique identifier will need to be preserved in the new stormwater database until it is no longer needed.

e. Outfalls and Outfall Drainage Areas

The outfall feature class catalogs the points where the stormwater system discharges into a local water body, BMP, or other aboveground drainage conveyance. The outfall feature class is used extensively for the City's outfall inspection program, and for tracing discharges as part of the City's illicit discharge detection and elimination (IDDE) program.

Many of the outfalls do not have their accompanying drainage areas delineated. Documentation detailing the methodology followed in the previous BMP drainage delineation project in 2014 will be provided to the Contractor as a reference. The Contractor is to review the methodology, refine and update it as necessary, and apply it to all the outfall features that are updated and created during this project to ensure each outfall has a corresponding outfall drainage area.

f. Manholes

The manhole feature class catalogs and describes the stormwater management manhole facilities in the City of Gaithersburg, and also contributes to the City's infrastructure inspection and maintenance program.

Manholes are underground structures with access from the surface that connect pipes within the stormwater system. They are used to change flow direction within a system, change pipe size and/or material, or to connect multiple pipes. Manholes with covers that have holes to allow runoff to enter are inventoried as manholes and not as inlets.

g. Pipes

This feature class catalogs and describes the stormwater management pipes in the City of Gaithersburg. It also serves as the basis for an inspection and maintenance system.

Pipes are underground linear features that convey stormwater flows between structures. As such, connectivity between pipe features is paramount. The Contractor shall define and follow an appropriate set of topology rules to ensure that connectivity and spatial integrity are enforced.

II. Core Attributes

While each feature class may have a set of unique attribute columns to accommodate the feature's characteristics, the following attributes must be considered for all feature classes, customized as needed, and built into the new database as applicable.

- ↳ Unique ID*
- ↳ Structure Type
- ↳ Structure Material
- ↳ Structure Size
- ↳ Installation Date
- ↳ Elevation(s)**
- ↳ Site Plan ID
- ↳ Site Plan Name
- ↳ Plan Number
- ↳ Jurisdiction
- ↳ Maintenance Responsibility
- ↳ Estimated Construction Cost
- ↳ Owner ID (related to a table)
- ↳ Management Company ID (related to a table)

*The Contractor's attention is drawn to the requirement for a unique ID for every feature. The Contractor shall determine the format that will best serve this purpose, but may find it helpful to note that the City has discussed utilizing, perhaps as an additional attribute, a logical schema of unique ID that allows a user to easily identify both the type of feature involved and its parent site plan(s). The Contractor shall evaluate this consideration as it deems fit.

**The Contractor's attention is also drawn to the fact that multiple elevations may be associated with a given feature, all of which would be considered core attributes. The database schema shall account for this.

The City expects that the proposed database schema will, for all feature classes as appropriate, employ domains, subtypes, and relationships with associated tables when applicable.

III. Multiple Use Cases/Business Cases

The City's GIS database is used extensively to manage local stormwater, by helping to monitor existing BMPs, analyze vulnerable areas, retrofit existing facilities, and identify potential locations for new BMPs. This GIS database is used by staff from multiple departments and will be integrated with other enterprise systems, such as asset management, work order, and land management systems. These uses require a high level of data accuracy in terms of feature position and attribute description. Data quality is crucial to the City's ability to perform spatial analysis,

conduct timely infrastructure maintenance, and meet regulatory reporting requirements, particularly under the NPDES program.

The following is a summary of the various ways the stormwater feature classes are used by City staff:

a. MS4 Permit Compliance:

- ➔ Timely inspection and maintenance of the City's stormwater infrastructure depends on data accuracy for all features classes, including BMPs, culverts, pipes, etc. As such, it is imperative that the new database be able to interface with separate asset management and enterprise software systems.
- ➔ The City's illicit discharge detection and elimination (IDDE) program uses the stormwater database to trace spills and track hotspots for monitoring and remediation. Accurate inlet, outfall, and pipe features are integral to this program.
- ➔ The City plans to video camera the entire stormwater pipe system in the near future, which will require a highly accurate inventory of stormwater pipes and manholes.

b. MS4 Permit and TMDL Accounting:

- ➔ BMPs and BMP drainage areas help to determine restoration credits that can be used towards permit requirements.
- ➔ The BMP and BMP drainage areas feature classes are the primary data repositories that the City is required to submit to MDE; it is important to keep this data as accurate as possible since it is used to calculate how much impervious surface the City is currently treating.

c. Stormwater Program Fee:

- ➔ The City's BMP facilities and BMP drainage areas serve as the basis for the City's stormwater program fee, particularly as it relates to treatment credits for facility owners.

d. Capital Improvement Projects Budgeting and Planning:

- ➔ In order to plan and obtain approval for Capital Improvement Projects, City staff must complete analyses utilizing factors such as drainage area, age, density, and condition of stormwater facilities.
- ➔ The accurate spatial representation of these resources is imperative in identifying and prioritizing critical areas.

IV. MDE Stormwater Database Requirements for Phase I and II MS4 Permit Holders

The City requires that the Contractor incorporate MDE's NPDES database framework into the new database structure. MDE in collaboration with the Maryland Environmental Service (MES) has developed a geodatabase for reporting data required by NPDES Phase I MS4 permits. Local jurisdictions covered under these permits must implement programs to control stormwater pollution and improve water quality. The geodatabase establishes a consistent reporting structure for submitting local program data and showing compliance with permit requirements. Utilizing a modified version of this established database structure will allow the City to better plan for its impending permit requirements.

The City is a Phase II permit holder as described in Section 8.1 above. MDE's stormwater reporting requirements for the City are minimal compared to those for Phase I permit holders; however, the Contractor shall review the requirements for Phase I permit holders and ensure that the design of the new stormwater database is fully compatible with them. The Contractor shall utilize the most recent MDE database framework for Phase I and II permit holders at project initiation. If necessary, the new stormwater geodatabase should be able to be easily reformatted and exported in such a way as to produce MDE's required feature classes and attributes with minimum effort in terms of extraction, transformation, and loading (ETL).

V. ESRI's Local Government Information Model Stormwater Network

ESRI's Local Government Information Model (LGIM) includes a stormwater dataset comprised of feature classes for network structures, system valves, control valves, inlets, discharge points, clean outs, manholes, gravity mains, culverts, open drains, and detention areas. The Contractor's familiarity with this dataset and its supporting applications is required. This is to ensure that the City's new database can take advantage of ESRI's suggested data model and linked applications, such as the Stormwater Network web map and Inlet Inspection application.

The Contractor is to propose how to incorporate the design of the LGIM stormwater dataset into the current database while also meeting the functional requirements of the current database. The City expects that the new stormwater dataset will fully function inside a geometric network, thereby enabling City staff to perform network analyses, such as flow modeling, as needed. Since the current database has no built-in topology, the Contractor shall define and follow an appropriate set of topology rules to enforce connectivity of stormwater network features and spatial integrity within and among feature classes.

VI. Comparison with Neighboring Jurisdictions' Databases

The Contractor may choose to compare database formats from neighboring jurisdictions as the City's geodatabase is being designed. This is not a requirement, but may be helpful to the Contractor during development of the database schema.

B. Initiate Project

The Contractor shall facilitate a project kick-off meeting with the City for the purpose of gathering requirements and answering questions at the beginning of the project. The Contractor is expected to bring a draft project approach plan to the kick-off meeting for review and comment by City staff.

C. Develop and Finalize Schema

- I. After the kick-off Meeting, the Consultant shall work with the City to finalize the database Schema:
 - a. Submit a draft of the Schema Diagram and prepare an accompanying narrative to convey the proposed approach to the City.
 - b. Within ten (10) business days of submission, discuss with the City (either in a meeting or via teleconference) the proposed approach.
 - c. Revise the Schema Diagram and narrative based on feedback from City staff.
 - d. Within ten (10) business days of resubmission, the City will either grant approval or request additional clarification on how the original comments were addressed.
- II. Deliverables:
 - a. A geodatabase with a New Schema ("Schema") for the stormwater dataset;
 - b. A Schema Diagram (.pdf file) showing all feature classes and tables that participate in the file geodatabase and listing all attributes, subtypes, domains, and relationships thereof; and
 - c. A data dictionary containing a description of all attributes and feature classes including assumptions or reference documents.

Part II. Populate Feature Classes in the Stormwater Geodatabase

The existing stormwater geodatabase will be available to the Contractor as a reference. Under this task, the Consultant is expected to review the existing Stormwater geodatabase for relevant information and utilize the Georeferenced Engineering Records (as per the Stormwater Data Update for BMP Facility and Drainage GIS Data Layers completed in December 2014).

Refer to the background information in Section 8.3 for more information.

A. Georeference Provided Plans

- I. The Contractor is to georeference the provided plans and documents as needed to provide a full coverage of stormwater management site plans across the City. Aerial imagery and other GIS data layers will be available as references to assist in accurate placement of the plans.
- II. Once georeferenced, the Contractor is to create a plan boundary feature for each plan, and add them to the existing Plan_Boundaries layer, or an equivalent layer. Both the Plan_Boundaries feature class geometry and attribute table will need to be updated to reflect any newly georeferenced plans.

B. Populate Stormwater Feature Geometry

- I. Using the georeferenced plans and their associated documents, the Contractor is to populate the geometry for all stormwater features in each of the feature classes, and ensure that all the stormwater features are spatially accurate and topologically correct.

C. Populate Stormwater Feature Attributes

- I. The Contractor is to thoroughly examine all of the provided records and populate attributes for all feature classes in the newly designed stormwater database from Part I.C. In so doing, the Contractor will follow MDE's stormwater reporting requirements and/or ESRI's LGIM for stormwater networks, making sure to populate all non-nullable fields. As of 08/15/16, there are approximately 5,000 engineering and planning files, pertaining to 275 stormwater sites. The City's existing data will be provided as a reference only; for the purposes of this project, assume that none of the data has been verified and that all data will need to be created from scratch. The only exceptions to this are the BMP Facilities and BMP Drainage Areas feature classes, as well as the culverts feature class for which some field verification work was recently conducted.
- II. City staff expects that minimal work will be required to update the BMP Facilities and BMP Drainage Areas feature classes. The Plan_Boundaries feature class will need an update to reflect any newly georeferenced plans.
- III. City staff expects that minimal work will be required to populate and update the Culverts feature class. The effort should be focused on capturing any missing culverts, removing falsely identified culverts, and updating any incomplete attributes.
- IV. The Contractor is to create a flag in the geodatabase to track those features that are in need of field verification, for either positional accuracy or attribute accuracy. The Contractor shall provide the City with an updated list of such features as part of the monthly progress report described in Part V. Field verification shall then be performed according to the preferred method proposed in Part III.

D. Perform Quality Assurance/Quality Control

- I. Develop and execute a quality assurance/quality control (QA/QC) process for the population of the stormwater database feature classes, to include the following:
 - a. Positional Accuracy:
 - i. To ensure that the features and drainage areas are being accurately captured, a second technician shall independently review approximately 25% of the features and drainage areas to verify their positional accuracy. A notation will be made in the dataset to track which features and drainage areas were reviewed. Typical errors include but are not limited to:
 - ➔ Incorrectly assessing the pipe network that drains to other stormwater features;
 - ➔ Incorrectly determining flow paths from contour data; and

→ Not recognizing gaps in the GIS data.

- ii. If an error is found, then an additional 10% of all records will be checked. This shall be repeated until there are no errors.
- iii. The Contractor will provide the City with the data segment(s) used to complete the QA/QC process for review and approval by City staff. If an error is found by City staff from this data set, then an additional 10% of all records will be checked at no additional cost to the City. This shall be repeated until there are no errors.

b. Attribute Accuracy:

- i. To ensure that certain core attribute fields are being accurately captured within each feature class, a second technician shall independently review approximately 25% of the features to verify their core attribute accuracy. A notation will be made in the dataset to track which features and drainage areas were reviewed.
 - ii. After the review, a data entry error rate shall be calculated. If an error is found, then an additional 10% of all records will be checked this shall be repeated until there are no errors.
 - iii. The Contractor will provide the City with the data segment(s) used to complete the QA/QC process for final review and approval by City staff. If an error is found by City staff from this data set, then an additional 10% of all records will be checked at no additional cost to the City. This shall be repeated until there are no errors.
- II. Review the QA/QC plan with City staff and include any feedback from staff in the final methodology.
 - III. The results from the QA/QC of each deliverable submission (i.e. Pilot Area, 50% Completed Data Submission and 100% Completed Data Submission) as outlined in section H (Deliverables) below, shall be included with each submission as a single page report.

E. Complete Pilot Data Sample

- I. Once the geodatabase structure is complete and approved by the City, the Contractor is to complete an initial pilot run of the established methodology for populating the feature class geometries and attributes, completing all tasks described in Part II.A – Part II.D above. The geographic extent for pilot dataset will encompass a small subdivision, to be provided by the City in Exhibit E.
- II. Through the initial pilot, the City hopes to catch and correct any methodology errors early in the database update process.

F. Prepare Methodology Documentation

- I. The Contractor shall create a “Stormwater Database Maintenance Manual” (Manual) to document the methodologies used in the creation of the new database. The primary

purpose of the Manual is to provide the City with standardized guidelines for the future maintenance of the database by City staff; it is the City's wish that future database updates are consistent with the methods developed by the Contractor.

- II. The Manual is to provide detailed documentation of the methodologies used in creating the stormwater network feature geometries, as well as any assumptions, data sources, or other methods used to derive the required attribute data.
- III. The Contractor is to incorporate City feedback into the final document.

G. Create Metadata

- I. Create and embed the metadata information in each GIS data layer that is updated during this project. The metadata should include:
 - a. A concise yet effective summary and description. The description should have a minimum of 30 words;
 - b. The intention and limitation(s) of the data;
 - c. A brief explanation of the methodology used to update the layer; and
 - d. An explanation of key attribute fields, including those that are equivalent to the core attributes listed in Part I.A.II.

H. Deliverables

- I. A "Stormwater Database Maintenance Manual," explaining how to maintain the database according to the standards developed by the Contractor, per the requirements described in Part II.F.
- II. Complete and updated metadata for each of the feature classes, according to the requirements in Part II.G.
- III. Deliver the completed data for the selected Pilot Area as specified in Part II no later than ten (10) business days after the City grants approval of Part I. This submission shall not be considered complete until the Contractor fully addresses questions or comments that City staff may have upon the review of the complete set of revised data.
- IV. Deliver 50% of the completed data as determined in Part II to the City for review and address any resulting comments, no later than six months from the City's granting of approval of Part I. This submission shall not be considered complete until the Contractor fully addresses questions or comments that City staff may have upon the review of the complete set of revised data.
- V. Deliver 100% of the completed data as determined in Part II to the City for review and address any resulting comments. This submission shall not be considered complete until the Contractor fully addresses questions or comments that City staff may have upon the review of the complete set of revised data. All work must be completed no later than December 31, 2017.

Part III. Field Verification

A. Field Verification Workflow

- I. The Contractor is to propose a workflow, to be approved by the City, for field verifying those stormwater features that require location or specific attribute confirmation. The City expects that only some stormwater features and a limited selection of attributes, such as feature material, size, and location, will require field verification. The Contractor is to review the workflow with City staff, and make adjustments in response to any City feedback.
- II. The City reserves the right to review a list of those features and attributes the Contractor deems are in need of field verification. The City will then determine which features shall be field verified, and will proceed according to the approved workflow.
- III. The City has an ArcGIS Server with public mapping services for street base map and aerial imagery, which can be utilized to set up a mobile application for field verification of the stormwater features, such as one utilizing Collector for ArcGIS. The City also owns a Trimble GeoXH unit whose accuracy can be less than a foot after postprocessing of the data.
- IV. The Contractor is to present field verification workflows for the following two scenarios:

- a. Field Verification Using City Staff:

City staff will be available to perform field verification on behalf of the Contractor, and will return the collected data to the Contractor for incorporation into the database. Cost proposals should be broken down by the number of features to be incorporated into the database, and should include the following increments:

- ↳ 1-250 features;
- ↳ 251-500 features;
- ↳ 501-1000 features; and
- ↳ 1000+ features.

- b. Field Verification Using Contractor Staff:

The Contractor's staff will be responsible for field verification activities associated with populating the stormwater geodatabase. Contractor staff will collect the data and then incorporate it into the database.

Contractor staff will work with the City to identify public and private features. Once identified, the Contractor will coordinate with the City to secure approved access to private stormwater features. The Contractor shall also take geotagged photos of the field-verified stormwater features while in the field, naming the files according to a convention agreed upon with the City.

Costs proposals should be broken down by the number of features to be verified, and should include the following increments:

- ↳ 1-250 features;
- ↳ 251-500 features;

- 501-1000 features; and
- 1000+ features.

The feature increments above are based roughly on verification of 50 features per day.

It is anticipated that the Contract shall include one of the options described in Part III. Upon the selection of one of the field verification scenarios above (if applicable), the City and the Contractor are to discuss timing of delivery for these Parts, which may or may not be concurrent with delivery for Part II. All work relating to the data revision, including addressing any City comments, as part of Part III must be delivered no later than Dec 31, 2017.

Part IV. Incorporation of Additional Plans

The City is undertaking to compile and scan all existing and new-development stormwater management infrastructure plans for incorporation into the GIS database. During the course of this project, the City may discover additional plans that were not available at the outset of the project.

The Contractor is to provide cost estimates for the inclusion of additional plans into the scope of work outlined in Part II. The costs should be broken down in increments based on the number of additional site plans to be incorporated into the database as follows:

- 1-25 site plans;
- 26-50 site plans;
- 50+ site plans.

The Contractor is to incorporate the additional plans into the database as directed in Part II and, if applicable, Part III above.

Multiple submissions of the plans may be made to the Contractor at the Contractor's request, but it is anticipated that the last submission will be made no later than October 1, 2017.

It is anticipated that the Contract shall include the tiered pricing option described in Part IV. Upon the selection of the task, the City and the Contractor are to discuss timing of delivery for these Parts, which may or may not be concurrent with delivery for Part II. All work relating to the data revision, including addressing any City comments, as part of Part IV must be delivered no later than Dec 31, 2017.

Part V. Project Management

Effective project management is required to ensure timely progress and completion of the project while maximizing the quality and completeness of the data deliverables. General elements include but are not limited to the following:

- A. *Project Schedule* – the project schedule shall be provided to the City within five (5) business days of receiving the Notice to Proceed.
 - I. The project schedule and/or any updates to the schedule shall be provided in Microsoft Excel format and shall be approved by the City.

- II. The project schedule shall encompass all tasks and address any factors that could potentially affect the project schedule.
 - III. The Contractor is strongly encouraged to work on tasks simultaneously as the project permits.
 - IV. Assume a maximum review period of ten (10) business days for the City to review and provide comments on a submission.
- B. Action Items – the Contractor is not expected to provide detailed meeting minutes from each meeting, but shall provide an itemized list of action items within five (5) business days of the meeting via e-mail.
- C. Response/Comments Records – the Contractor shall provide a point-by-point response to all input received throughout the project review process.
- D. Progress Report – the Contractor shall provide a progress report on the first of every month. This submission shall consist of:
- I. A brief narrative describing the progress made in the previous month.
 - II. A draft database with the flagged features and attributes that are recommended for field inspections.

All activities and deliverables as part of this Solicitation not otherwise mentioned (e.g. addressing final comments to any documentation, metadata, etc.) must be completed and/or submitted to the City no later than November 30, 2017. The Contractor must address any remaining final minor comments by December 31, 2017.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENT A

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Propose
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Proposal Submission Certification

9.2. EXHIBITS

- ↳ Exhibit A. Task Order Cost Tabulation Sheet
- ↳ Exhibit B. City of Gaithersburg Stormwater Map (small print version)
- ↳ Exhibit C. City of Gaithersburg GIS Data Layers
- ↳ Exhibit D. City of Gaithersburg GIS Data Layer Naming Convention
- ↳ Exhibit E. Sample of Stormwater Database

9.3. WEB ATTACHMENTS

The following documents are available for download from http://apps.gaithersburgmd.gov/procurement/rfp_2017-005.zip:

- ↳ Web Attachment A. City of Gaithersburg Stormwater Map (36" x 36" PDF)
- ↳ Web Attachment B. Sample of Engineering Records

~ END OF SECTION 9 ~

Request for Proposals

No. 2017-005

**GIS Stormwater Infrastructure
Database Design and Population**

**ATTACHMENT A
Procurement Forms**



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

Affidavit of Qualification to Propose

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Proposal is accepted, this Offeror will contract to do, for the price stated in the Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



City of Gaithersburg

Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name

Request for Proposals

No. 2017-005

GIS Stormwater Infrastructure Database Design and Population

EXHIBIT A

Task Order Cost Tabulation Sheet

2016 Stormwater Geodatabase Update

Exhibit A. Task Order Cost Tabulation Sheet

The Price Proposal shall be submitted separate from the Technical Proposal and shall be organized to provide a separation of costs in accordance with the tabulation sheets below. For Part I, Part II, and Part V (as outlined in Section 8.4), provide total hours and total cost for each task. The cost shall be individually determined based on the hourly rates and estimated hours provided in the second table below. Costs for Part III and Part IV shall be given as unit cost—cost per feature for Part III and cost per plan for Part IV shall be provided. The hourly rate(s) for Part III and Part IV shall be broken out by staff category and provided in the second table below.

<u>Task Order Cost Tabulation Sheet</u>					
<u>Part</u>	<u>Task</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Hours</u>	<u>Total Cost</u>
Part I: Design a Comprehensive Stormwater Geodatabase					
I	A	Review Existing Database			\$
I	B	Initiate Project			\$
I	C	Develop and Finalize Schema			\$
Total Cost for Part I					\$
Part II: Populate Feature Class in the Stormwater Database					
II	A	Georeference Provided Plans			\$
II	B	Populate Stormwater Feature Geometry			\$
II	C	Populate Stormwater Feature Attributes			\$
II	D	Perform Quality Assurance/Quality Control			\$
II	E	Complete Pilot Data Sample			\$
II	F	Prepare Methodology Documentation			\$
II	G	Create Metadata			\$
Total Cost for Part II					\$
Part III: Field Verification*					
III	A	Field Verification using City Staff (1-250 features)			\$
III	A	Field Verification using City Staff (251-500 features)			\$

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III	A	Field Verification using City Staff (501-1000 features)			\$
III	A	Field Verification using City Staff (1000+ features)			\$
III	B	Field Verification using Contractor Staff (1-250 features)			\$
III	B	Field Verification using Contractor Staff (251-500 features)			\$
III	B	Field Verification using Contractor Staff (501-1000 features)			\$
III	B	Field Verification using Contractor Staff (1000+ features)			\$
Part IV: Incorporation of Additional Plans*					
IV		Incorporation of Additional Plans (1-25 site plans)			\$
IV		Incorporation of Additional Plans (26-50 site plans)			\$
IV		Incorporation of Additional Plans (50+ site plans)			\$
Part V: Project Management					
V		Provide Project Management			\$
GRAND TOTAL (Include only the tasks from Parts I, II, and V in this calculation)					\$

*Only one of the listed options will be selected from Part III and Part IV for inclusion in the Contract.

In addition to the total project cost above, costs should be broken out by staff position, hourly rate, and estimated hours. Costs related to additional services and reimbursable expenses shall also be included and must be broken out. The following is provided as an example for how costs should be submitted:

Personnel and Services Cost Tabulation Sheet			
Personnel Category	Hourly Rate	Estimated Hours	Total
Partner	\$		\$
Manager	\$		\$
Supervisor	\$		\$
Staff	\$		\$
Total Personnel Costs:			\$

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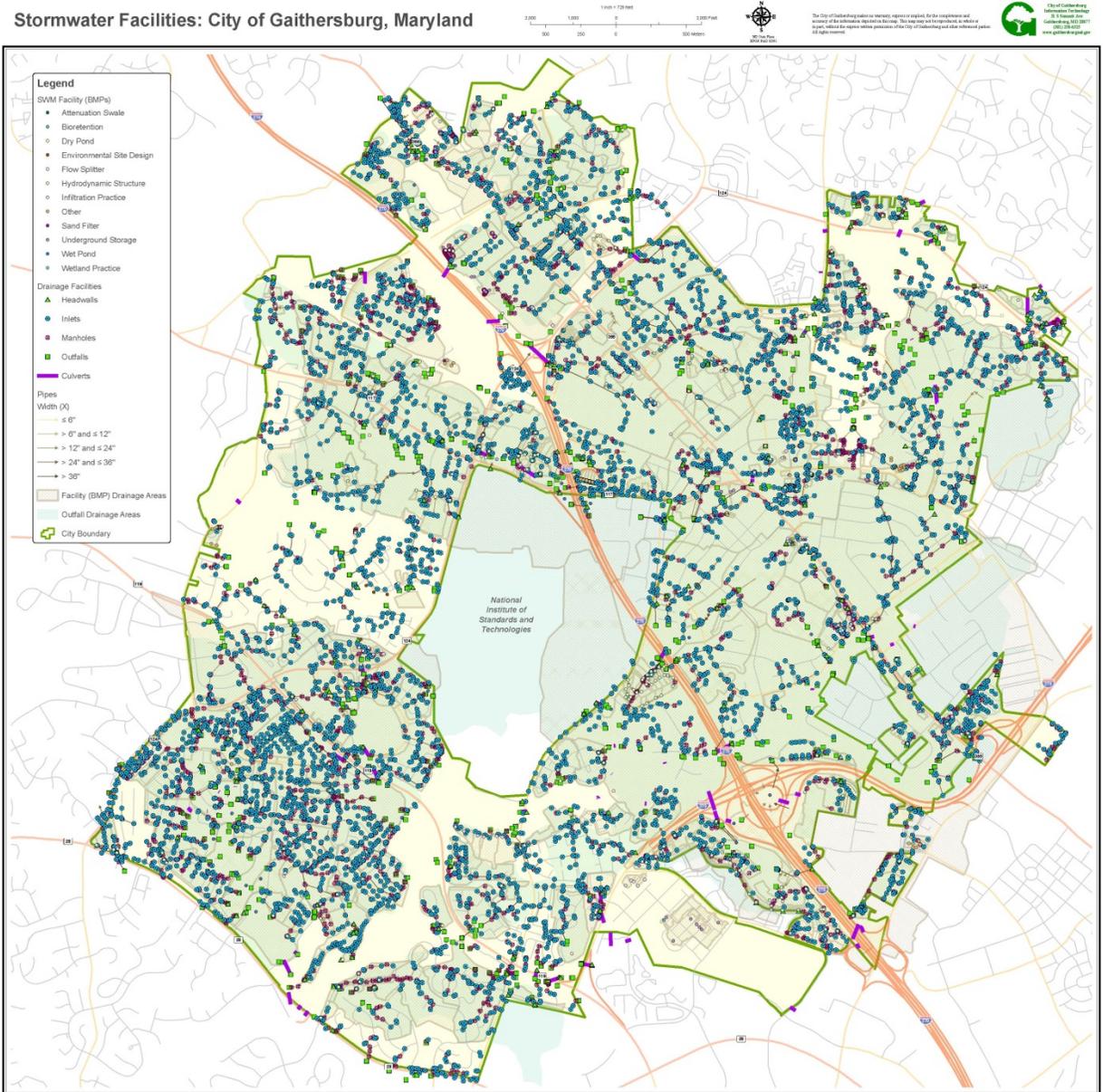
**GIS Stormwater Infrastructure
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EXHIBIT B

**City of Gaithersburg Stormwater Map
(small print version)**

Exhibit B. City of Gaithersburg Stormwater Map

The image below shows a small-print version of a 36" x 36" map, which is provided as Web Attachment A.



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EXHIBIT C

City of Gaithersburg GIS Data Layers

Exhibit C. City of Gaithersburg GIS Data Layers

Below is a partial list of GIS data layers available from the City of Gaithersburg for the Contractor. The Contractor is encouraged to check availability of data layers with the City if the data layers of potential use for this project are not listed here. Some data layers were generated by other agencies such as Montgomery County GIS (MC), the Maryland-National Capital Park and Planning Commission (MNCPPC), and the Washington Suburban Sanitary Commission (WSSC). Users of the data will be required to adhere to a data agreement, which will accompany the data layers.

Category	Data Type	Layer	Feature Class Name
Administrative Boundaries	Polygon Feature Class	City Boundary	Municipalities
Administrative Boundaries	Polygon Feature Class	WSSC Tile Indexes	Taxmaps_Full_Clip_SDAT
Aerial	Raster	Aerial Imagery, 2015	Aerials_MC_2015
Areas of Interest	Polygon Feature Class	Parks	Points_Of_Interest
Areas of Interest	Polygon Feature Class	Schools	Points_Of_Interest
Environmental	Polygon Feature Class	Floodplains	S_FLD_HAZ_AR, S_BFE, S_XS, S_GEN_STRUCT, S_WTR_LN
Environmental	Polygon Feature Class	Soils	Soils_USDA_2013
Environmental	Polygon Feature Class	Wetlands	Wetlands_MDDNR, NationalWetlandInventory_USFWS
Forest	Polygon Feature Class	Forest Cover	Forest_MNCPPC_2008
Hydro	Line Feature Class	Hydro line features such as streams	Streams_MNCPPC_2008
Hydro	Polygon Feature Class	Hydro polygon features such as lakes	Lakes_MNCPPC_2008
Hydro	Polygon Feature Class	MCDEP Sub-Watersheds	Sub_Watersheds_MCDEP
Hydro	Polygon Feature Class	MCDEP Watersheds	Watersheds_MCDEP
Impervious Planimetrics	Polygon Feature Class	Bridges	Bridges_City_2014
Impervious Planimetrics	Polygon Feature Class	Building Footprints	Buildings_City_2014
Impervious Planimetrics	Polygon Feature Class	Compiled Impervious Surface	ImperviousCover_City
Impervious Planimetrics	Polygon Feature Class	Cultural Features	Cultural_Features_City_2014
Impervious Planimetrics	Polygon Feature Class	Driveways	TransportationMisc_City_2014
Impervious Planimetrics	Polygon Feature Class	Parking Lots	TransportationMisc_City_2014
Impervious Planimetrics	Polygon Feature Class	Roads (edge of pavement)	Road_Edges_City_2014
Impervious Planimetrics	Polygon Feature Class	Sidewalks	Sidewalks_2014

Land Cover	Raster	Land Cover	Landcover_MC_2014
Land use/ Zoning	Polygon Feature Class	Master Plan Land Use	MP_Land_Use_2009
Land use/ Zoning	Polygon Feature Class	Zoning	Zoning
Properties	Polygon Feature Class	Easements	Easements
Properties	Polygon Feature Class	City-Owned Properties	Parcel_Fabric_Parcels
Properties	Polygon Feature Class	Homeowner Association Boundary	Community_Associations
Properties	Polygon Feature Class	Parcels	Tax_Parcels
Stormwater Management Infrastructure	Point Feature Class	BMP Facilities	BMP_Facilities
Stormwater Management Infrastructure	Polygon Feature Class	BMP Drainages	BMP_Facility_Drainage_Areas
Stormwater Management Infrastructure	Line Feature Class	Culverts	Culverts
Stormwater Management Infrastructure	Point Feature Class	Headwalls	Headwalls
Stormwater Management Infrastructure	Point Feature Class	Inlets	Inlets
Stormwater Management Infrastructure	Point Feature Class	Manholes	Manholes
Stormwater Management Infrastructure	Polygon Feature Class	Outfall Drainage Areas	Outfall_Drainage_Areas
Stormwater Management Infrastructure	Point Feature Class	Outfalls	Outfalls
Stormwater Management Infrastructure	Line Feature Class	Pipes	Pipes
Topography/Contours	Line Feature Class	2-ft interval Contour	LiDAR_Contour_2ft_City_MNCPPC_2014
Topography/Contours	Raster	DEM 4-ft resolution	LiDAR_DEM_4FT_MNCPPC_2014
Topography/Contours	LiDAR Datasets	LiDAR data from year 2014	Tiles (e.g.223NW12.las)
Transportation	Line Feature Class	Bike and Pedestrian Facilities, Greenway	Bike_Ped_Facilities
Transportation	Point Feature Class	Marc Stations	MARC_Stations
Transportation	Point Feature Class	Metro stations	Metrorail_Stations_MC
Transportation	Line Feature Class	Road Centerlines, rail, metro	Transportation_MC
Utilities	Line Feature Class	Major Utility lines (electric)	Utility_Line_MNCPPC_2008
Utilities	Line Feature Class	Sewer lines	Sewer_Pipe_Pressure_WSSC, Sewer_Pipe_Gravity_WSSC, Sewer_Laterals_WSSC
Utilities	Line Feature Class	Water lines	Water_Pipes_WSSC, Water_Laterals_WSSC

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EXHIBIT D

City of Gaithersburg GIS Data Layer Naming Convention

Exhibit D. City of Gaithersburg GIS Data Layer Naming Convention

The general format for naming GIS data layers (feature classes) is as follows:

Data_Modifier_Organization_Year

1. Data (Required)

Describe the data layer in key words. Names are shown in upper camel case.

2. Modifier (Optional)

Line, Point, Polygon: one of these modifiers is used when there is a derived version of geometry.

Anno: corresponding annotation feature class.

Clip: clipped to a specific extent, by default clipped by the City's Data Extent.

BW: when aerial is black-and-white imagery.

City: when the data was derived and modified for the City extent.

3. Organization (Optional)

Data generated by the City is default; therefore no organization suffix is added for the City's own data layers. Data layers generated by other organizations require an organization suffix, typically as acronyms or initials.

4. Year (Optional)

Year designation is used to show how up-to-date the data source is. For example, if a plane flew in 2011 for aerial imagery capture but the processed data was not available until 2012, the designation we will use is 2011 (the year of ground status). If there is no year designation, the feature class is either being updated on an as-needed basis or is the most current version available.

Examples of feature classes showing the naming convention:

Aerials_MC_2011

Aerials_BW_1970

Buildings_MCGIS_2007

Bridges_MNCPPC_2008

Bridges_Line_MNCPPC_2008

Tax_Parcels

TransportationMisc_MNCPPC_2008

TransportationMisc_Line_MNCPPC_2011

MC = Montgomery County

MNCPPC = The Maryland-National Capital Park and Planning Commission

*If the main feature class is the result of a geoprocessing operation, append the name of the tool to the name of the main feature class. As needed, append the date in YYYYMMDD format as the final element, for example: *Tax_Parcels_Clip_Buffer_20130404*

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EXHIBIT E

Sample of Stormwater Database

**Exhibit E will be provided at the mandatory
Pre-Submission Meeting**