



PURCHASING DEPARTMENT

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ADDENDUM # 1

To: Interested Companies

Date: 2 March 2016

Subj: **Floyd County Georgia Request for Quote 16-0311 Digital Revaluation**

The following questions/answers and clarification is provided;

Would the contractor be required to have the WinGAP software or would sketch files and accessory tables be exported and provided to the contractor?

ANSWER: The contractor IS NOT required to have the WinGAP software. Sketch files and accessory tables can/will be exported in one of several available formats. .DBF, .XLS, .CSV, .ASCII, et al.

Does Floyd County have updated aerial photography that will be provided?

ANSWER: Floyd County was given a complete set of aerial photography by the City of Rome. We are glad to provide those, which were flown in March of 2015, provided the contractor is willing to sign the City of Rome's Non-Disclosure and Use Limitation Agreement form concerning the aerial photography.

Would Floyd County like to have a quote for updating Aerial Photography in 2016?

ANSWER: No

Floyd County will require the awarded company to complete and return the City of Rome's Non-Disclosure and Use Limitation Agreement form prior to entering into any agreement. *A sample copy is attached*

You are acknowledging this addendum is understood and to be returned with your bid package. This Addendum becomes part of the bid specifications and requirements.

Name of Company _____

Signature _____ **DATE** _____

Everett Gray, CPPB
Purchasing Agent

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ROME-FLOYD COUNTY PLANNING DEPARTMENT

P.O. BOX 1433 • ROME, GEORGIA 30162-1433 • 706-236-5025 • FAX: 706-378-3866



Non-Disclosure and Use Limitation Agreement

This non-disclosure agreement is acknowledged and agreed to by _____
_____ (the "Requesting Entity") on the _____ day of _____, 20_____.

WHEREAS, the Requesting Entity and _____
[specify the City of Rome, Georgia, the City of Cave Spring, Georgia, or Floyd County, Georgia] (the
"Contracting Entity") entered into a contract (the "Contract") under which the Requesting Entity agreed to
perform _____ [type of services]; and

WHEREAS the Requesting Entity requests that the following layers of Geographic Information
System data (the "Data") be made available to it by the Rome Floyd County Planning Department:

_____;

NOW, THEREFORE, in consideration of the provision of Data to the Requesting Entity at no charge,
and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby
acknowledged, the Requesting Entity, intending to be legally bound, agrees as follows:

1. **Provision of Data.** The Rome Floyd County Planning Department shall provide the Data at no charge to the Requesting Entity.
2. **Use of Data.**
 - a. The Requesting Entity may use the Data as necessary in performance of the Contract.
 - b. The Requesting Entity agrees that it shall not use the Data for any other purpose, unless written permission to do so is given to the Requesting Entity by the Rome Floyd County Planning Department.
 - c. The Requesting Entity agrees that it shall not trade, sell, transfer, provide, transmit, post or in any other way convey or share the information with any other person or entity unless written permission to do so is given to the Requesting Entity by the Rome Floyd County Planning Department.
3. **Disclaimer and Hold Harmless.** The City of Rome and Floyd County, Georgia's Geographic Information System ("GIS") data is made available as a public service. The GIS data received is to be used for reference purposes only, and no other use or reliance on the same is authorized. Data provided herein is not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract. All GIS data is subject to constant change and updates. The data and information contained herein is provided without warranty of any kind, express or implied. Map information is believed to be accurate, but accuracy is not and cannot be guaranteed. With knowledge of the foregoing, by proceeding to use this GIS data, each the Requesting Entity agrees that it shall hold harmless the City of Rome, Georgia, the City of Cave Spring, Georgia, and Floyd County, Georgia, and their agents, consultants, contractors, commissioners, and employees from any and all claims or causes of action due to, resulting from, or arising out of the use or inability to use the Data provided.

IN WITNESS WHEREOF, the Requesting Entity has caused the Agreement to be executed by its duly authorized representative.

Name of Company: _____

Signature: _____

Name (please print): _____

Title: _____

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- Rome- Floyd County Planning Commission
 - Rome Historic Preservation Commission
 - Rome-Floyd County Metropolitan Planning Organization
 - Rome -Floyd County Geographic Information System