

**WHITMAN COUNTY**  
***Department of Public Works***

Mailing Address:  
P.O. Box 430  
Colfax, WA 99111-0430

**Administration/Engineering**  
Road Maintenance  
**Equipment Rental & Revolving**  
Solid Waste Division  
Planning Division  
Building & Development

PHONE: (509) 397-6206  
Fax: (509) 397-6210

N. 310 Main  
2nd Floor Public Service Bldg.  
Colfax, WA 99111

April 23, 2015

Re: Request for Proposals (RFP) – Orthophotography

TO WHOM IT MAY CONCERN:

**WHITMAN COUNTY, STATE OF WASHINTON**  
**NOTICE TO PROFESSIONAL SERVICES CONSULTANTS FOR**

Public Works Request for Proposals (RFP) – Orthophotography

Whitman County, Washington is seeking a qualified consulting firm to acquire color digital aerial photography in summer 2015.

Please submit proposals to: Mark Storey, Whitman County Engineer, P.O. Box 430, N 310 Main, Colfax, WA 99111 by 5:00 pm May 22, 2015. Neither late nor electronically submitted proposals will be accepted. The contact person will be Jeff Marshall or Dean Cornelison (509) 397-6206.

Whitman County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

# REQUEST FOR PROPOSALS FOR THE ACQUISITION OF DIGITAL AERIAL PHOTOGRAPHY

## I. General Project Description

### A. Overview

The purpose of this REQUEST FOR PROPOSAL (RFP) is to receive proposals for selection of a contractor to provide professional services for the '*Whitman County 2015 Digital Orthophotography Project*'.

This RFP does not constitute a contract for services performed or to be performed. This project will include the following key components:

- Aerial Photography
- Aerial Triangulation
- Digital Orthophotography

The County will utilize these products for the purposes of land records management, infrastructure management, engineering pre-design, map production, GIS activities, and various land data analyses. In order to meet the suitability requirements for the aforementioned applications, it is necessary that the products be of sufficient accuracy and precision to meet the specifications contained herein.

The following terms and definitions are used throughout this Request for Proposal:

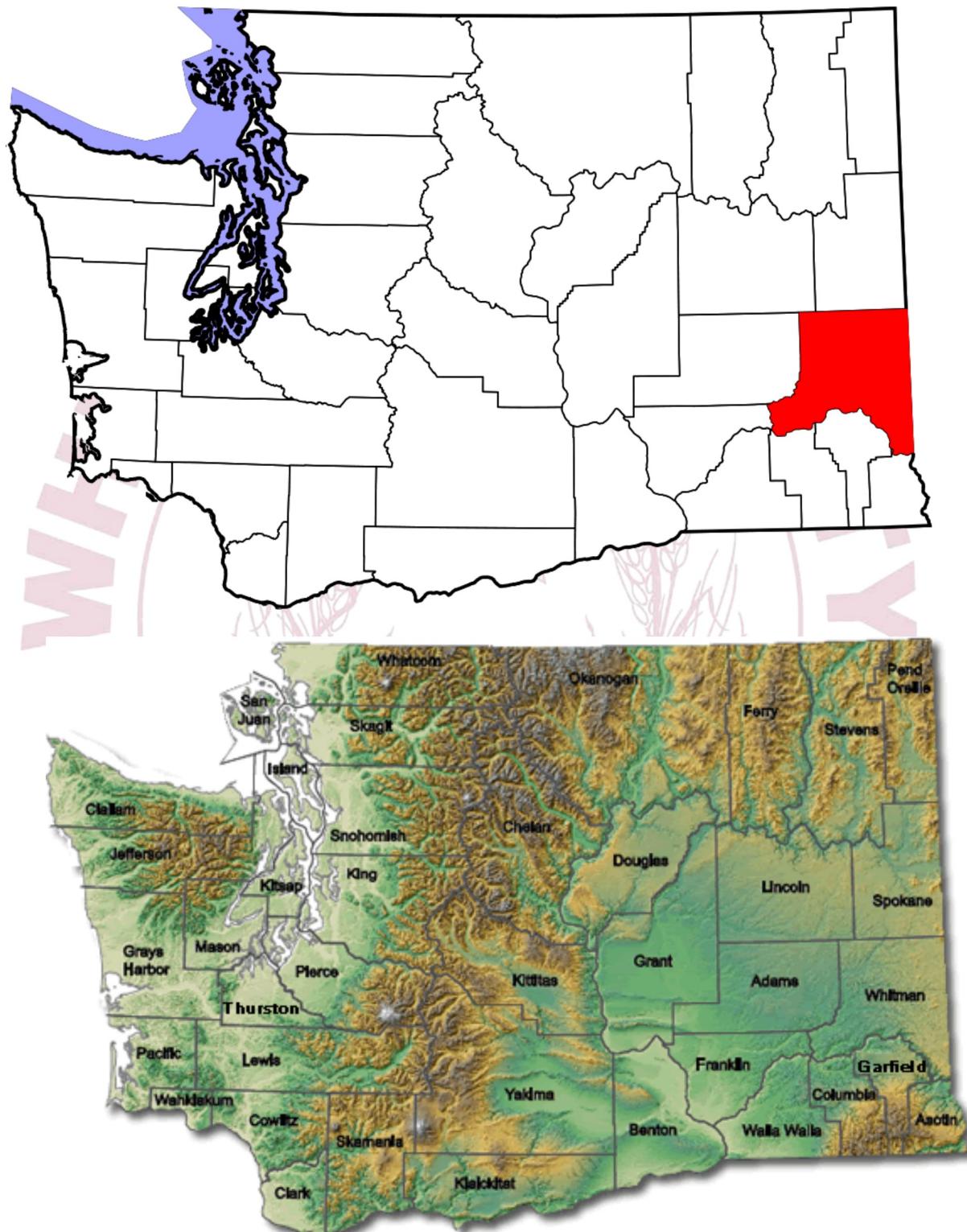
- RFP (Request for Proposal) - a solicitation of a formal proposal.
- Proposal - response to this RFP.
- Respondent - refers to any firm that submits a response to this RFP.
- Contractor - the Respondent to whom a contract is awarded.
- County - refers to Whitman County, Washington.
- DEM (Digital Elevation Model) – a simple, regularly spaced grid of elevation points.
- LiDAR – refers to Light Detection and Ranging remote sensing method
- Color orthoimagery - digital color orthophotography.
- Partners – refers to any agencies, organizations, and/or individuals that may enter into an Interlocal Agreement with Whitman County to cost-share in the project prior to its completion.
- Project area – actual geographic area(s) for which aerial photography, aerial triangulation, digital color orthophotography, and associated scope of work activities will be completed by the Contractor.
- DNR – refers to Washington State Department of Natural Resources
- ASPRS – American Society for Photogrammetry and Remote Sensing

### B. Project Area and Geographic Perspective

Situated in southeast Washington State, Whitman County is bordered to the south and southwest by the Snake and Palouse Rivers and extends northerly along the Washington Idaho State line to Spokane County. It is bordered on the North by Spokane and Lincoln Counties, on the west by Adams and Franklin Counties, on the southwest by Walla Walla County, on the south by Columbia, Garfield and Asotin Counties, and on the east by Idaho State. Whitman County in its entirety is roughly 2,180 square miles, with approximate elevations from 580 to 4010 feet, and

has a population of approximately 44,800. The actual project area for this RFP includes all of Whitman County and a minimum one tile (two mile) perimeter buffer.

Figure 1: Counties and the Project Area in Washington State



## **II. Proposal Submission Instructions**

### **A. Proposal Submittal**

Proposals from qualified firms will be accepted until 5:00 PM PST on Friday May 22, 2015.

Proposals submitted by fax and/or by email shall not be accepted. Late proposals will not be accepted. Proposals received after the stated date and time will be marked "LATE" and shall be returned to the Respondent(s) unopened.

Submit one original (clearly marked "**Original**") and two copies of the proposal clearly labeled as "**Proposal for 2015 Digital OrthophOTOGRAPHY Project**," to either of the two following addresses:

For US Postal Service mailing:

**Whitman County  
Department of Public Works  
PO Box 430  
Colfax, WA 99111**

For physical delivery (including UPS, FEDEX, etc.):

**Whitman County  
Department of Public Works  
310 N. Main, Public Service Building 2<sup>nd</sup> Floor  
Colfax, WA 99111**

The original proposal must be signed by a person who is authorized to sign contracts for the respondent. The proposal copies should include the signature page.

All proposals submitted become the property of the County and will not be returned.

This RFP does not obligate the County to contract with any Respondent, to pay the Respondent's costs incurred in proposal preparation, presentations given, or benchmarks performed, or to proceed with the project in whole or in part. All expenses incurred in the respondent's pursuit of this award shall be borne by the respondent.

### **B. Proposal Rejection or Acceptance**

The County reserves the right to accept or reject any or all proposals and to waive any defects or technicalities or to advertise for new proposals where the acceptance, rejection, waiving, or advertising of such would be in the best interest of the County. The County reserves the right to reject proposals based on the evaluation of submitted materials and to accept proposals other than those submitting the lowest pricing. The County reserves the right to disqualify any proposal, before or after opening, if there is evidence of collusion with intent to defraud, or other illegal practices upon the part of the Respondent, or for noncompliance with the requirements of these documents.

In participating in this proposal process, all Respondents agree to keep their offers open through July 15, 2015. However, a Respondent may withdraw their proposal any time prior to the submittal deadline on May 22, 2015.

### **C. Registration**

In order to receive addenda, answers to information requests, and other important communications regarding this RFP, it is imperative you register your receipt of this RFP by sending the following information to Marc La Vanway at [Marc.LaVanway@co.whitman.wa.us](mailto:Marc.LaVanway@co.whitman.wa.us):

- Name of Firm
- Address
- Contact Name
- Phone
- Fax
- Email

### **D. Questions Regarding Proposal**

Any questions about this RFP, or the proposal procedures, shall be submitted only in writing, by email or fax, before the Information Request Deadline indicated in the Project Schedule (See section V of this RFP). No oral questions will be entertained prior to, or after, said deadline for written questions. All requests received after said deadline will not be considered. All questions received before the deadline will be compiled and responses to all questions will be made available by the County in the form of addenda which will be provided, via email, to all registered recipients of this RFP. The requestor is responsible for notifying the County of any problem in receiving replies. Each question should begin by referencing the RFP page number and section number to which it relates. Respondents shall rely only on the provisions of this RFP and written addenda in preparing their proposals.

Questions concerning technical aspects of this RFP or evaluation criteria should be **emailed or faxed** to:

**Marc La Vanway**  
**Fax:** (509) 397-6210  
**Email:** [Marc.LaVanway@co.whitman.wa.us](mailto:Marc.LaVanway@co.whitman.wa.us)

Whitman County, Public Works  
PO Box 430  
Colfax, WA 99111  
Phone: (509) 397-6206

Respondents shall promptly notify the County of any ambiguity, inconsistency or error which may be discovered upon examination of this RFP.

## **III. Proposal Format and Components**

### **A. Proposal Format**

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review.

All proposals must include the following 9 components (i.e. a cover letter plus 8 sections), each of which is described in more detail in the section that follows:

**Components:**

- Cover Letter  
Section 1: Company Overview  
Section 2: Technical Approach, Methodology, and Deliverables  
    ---> Exceptions (include as a subsection if applicable)  
Section 3: Project Team  
Section 4: Related Experience  
Section 5: Proposed Schedule  
Section 6: Fee Proposal  
Section 7: Sample Orthophoto  
Section 8: Additional Information

**B. Proposal Components**

**Cover Letter:** Provide a one or two-page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The cover letter should provide the following:

- A brief statement of the Respondent's understanding of the project.
- The name, title, phone number, fax number, email address, and street address of the person in the Respondent's organization who will respond to questions about the proposal.
- Highlights of the Respondent's qualifications and ability to perform the project services.

**Section 1: Company Overview**

Provide the following information about the Respondent's firm:

- The firm's name, business address, phone number, and fax number.
- The year the firm was established.
- Former names of the firm, if applicable.
- The type of ownership and parent company, if applicable.
- The location of the office or offices that would provide the project services.
- A brief statement of the firm's background, demonstrating longevity and financial stability.

**Section 2: Technical Approach, Methodology, and Deliverables**

In succinct terms state the Respondent's understanding of the scope of work presented by this RFP. Include a narrative, describing how the Respondent proposes to complete the tasks listed in the "Scope of Work" section of this RFP and deliver the required products. **If there are exceptions taken to this RFP, list them in a subsection of Section 2 using the heading "Exceptions".**

**Section 3: Project Team**

Start the section by introducing the designated project manager and the project team. The proposed team must include an ASPRS-recognized Certified Photogrammetrist. Provide a project team organization chart, including subcontractors.

#### **Section 4: Related Experience**

Proposals should include, in this section, three (3) examples of previous projects that demonstrate the Respondent's qualifying experience. This section should include project descriptions, (including population and size of area), costs, and starting and completion dates of projects successfully completed. Also, the name, address, and phone number of the responsible official of the client organization who may be contacted. Include information on the experience of subcontractors as it relates to their role in meeting the requirements of this RFP. This section shall include a statement regarding the status and outcome of any lawsuits brought against the Respondent in the past five years.

#### **Section 5: Proposed Schedule**

Include a brief schedule for the completion of the project services and the deliverables identified in Section 2 of the Respondent's proposal. Proposed progress reporting should be included along with a schedule of key milestones. Include the proposed start and end dates. Describe the Respondent's projected resource availability for the anticipated duration of the project.

#### **Section 6: Fee Proposal**

Please detail the cost for each of the items identified in the Scope of Work section of this proposal. A form is attached to this RFP as "Attachment A" for this express purpose. As described on the form, it must be placed in a sealed envelope and attached to the proposal.

#### **Section 7: Sample Orthophoto**

Provide two sample digital orthophotos on a CD or DVD. Each sample should be from a different past project. The samples should be 24 bit natural color with 12-inch pixels (i.e. 3 spectral bands (RGB) with 8-bit depth each). The samples should have been created by the Respondent's company with the same type of camera system and processes the Respondent is proposing for this project. The digital orthophoto samples may be in TIFF, JPG or JPG2000 format and no larger than 600 MB each. Each sample should have an associated "world" file and information regarding the coordinate system to which the image is referenced. The County will assume the samples are representative of the orthophotos the Respondent will provide to the County in this project. *The County's acceptance of the samples does not relieve the contractor from meeting any part of this specification.*

#### **Section 8: Additional Information**

At the Respondent's discretion, include additional information such as an equipment list and other information that supports the proposal. Said additional information should not constitute the bulk of the Respondent's submission.

### **IV. Proposal Evaluations**

A "Consultant Selection Team" shall review and evaluate all proposals received by the deadline. The selection team may schedule interviews with some Respondents prior to the selection. The selection team shall select the firm that they believe will supply the County with the best and most complete effort. Selection will be based on, but not limited to, the factors of price, delivery date, the County's experience with the products proposed, the County's evaluation of the vendor's ability to service the County in terms of its requirements as called for in the specifications, the general reputation and experience of the vendor, the nature and extent of company data furnished with this proposal, or furnished upon request by the County at any time prior to award, the financial responsibility of the vendor, the County's prior knowledge of and experience with the vendor's past performance, and the size and location of the vendor's facilities.

The County reserves the right to cancel the Request for Proposals at any time. The County reserves the right to accept or reject any or all proposals and to waive any informality contained herein where the acceptance, rejection or waiving of such would be in the interest of the County.

The award shall be made to one Respondent only for any or all items.

## V. Project Schedule

The County has established the following tentative dates for proposal responses, review, contractor selection, procurement, project initiation, project deliverables and project completion:

### Project Schedule

RFP Released	April 23, 2015
Information Request Deadline	5:00 PM PST, May 15, 2015
Final RFP Addenda issued by County (if applicable)	May 20, 2015
Proposal Due Date	May 22, 2015
Contractor Selection/Commissioners Approval/Interlocal Agreement	June 15, 2015
Notice to Proceed	June 15, 2015
Image Acquisition	July/August/September 2015
Delivery of Digital Orthophotos	November 13, 2015
All Remaining Project Deliverables	December 14, 2015
Project Completion	December 31, 2015

## VI. Scope of Work

The Contractor will furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary for the following work.

The proposed project involves the following components: color digital aerial photography acquisition, analytical aerotriangulation, and digital orthophoto mapping. A description of each task is provided to help guide Respondents in the formulation of responses to this RFP.

### A. Ground Control

#### Targeting

Photographic operations must be coordinated with the placing of targets on the ground so that minimum time will elapse between the targeting and photographic operations. All targeting data shall be provided to the County for possible future project coordination.

### B. Color Digital Aerial Photography: High resolution, high accuracy, full color.

#### i. Digital Aerial Camera

The photography shall be collected utilizing a direct digital aerial mapping camera without the use of film. Specifications of all proposed digital aerial cameras must be submitted with the proposal. The digital aerial camera system used for the project must be the same as that identified in the proposal.

#### ii. Photographic Conditions

Color Aerial photography shall be acquired during the months of July, August (and September if necessary) of 2015. Photography will be taken when the sun angle is greater than 45 degrees, and when the atmosphere is clear of haze, smoke and dust, and is cloud free.

### **iii. Image Resolution**

The photos shall be at a resolution suitable for generating digital orthophotos with 12-inch or optional 6-inch pixel resolution. The maximum flight height required to obtain the output scale requirements and accuracy required for this project should be considered and documented in the proposal.

### **iv. Flight Planning**

The proposed approach to aerial photography acquisition should outline the respondent's intended flight plan including proposed date and time of photography, flight height, scale, flight lines, endlap and sidelap, planned aerial equipment, materials, and relevant quality control procedures.

### **v. Reflights**

The contractor, at no additional fee, must correct aerial imagery that does not meet defined specifications. All re-flights must be centered on the plotted flight lines and photography must be acquired with the same camera system used in the original flight.

### **vi. Aircraft and Crew Members**

Aircraft must be maintained and operated in accordance with the regulations of the Federal Aviation Administration. Individual crewmembers must have experience in flying precise photographic missions for aerial surveys.

## **C. Analytical Aerotriangulation (A.T.)**

### **i. Accuracy Requirements**

Full analytical aerial triangulation of all images must be performed such that the fit to ground control and accuracy of tie points is sufficient to meet the accuracy requirements of the deliverable orthophoto products as stated below, as well as provide parallax-free stereo softcopy models.

### **iii. Aerotriangulation Report**

At the completion of the fully analytical aerotriangulation, the selected Contractor will deliver one copy of the aerotriangulation report that will include the six camera parameters for each frame (Kappa, Phi, Omega, X/Y/Z), as well as contain statistics on the fit to ground control (residuals), and data on the quality of photogrammetrically generated tie points.

## **D. Digital Orthophoto Mapping**

### **i. Geo-referencing**

Washington State Plane South Zone NAD 83/HARN.

### **i. Accuracy Requirements**

The Digital Orthophotos delivered under this contract must meet accuracy requirements outlined by ASPRS Class 2 standards for plus or minus three pixels Root Mean Square

(RMS) in clear, well defined areas with LiDAR data available, and 10 pixels in heavily forested or hilly areas without LiDAR data.

**ii. Imagery Resolution**

24-bit natural color digital orthophotography with a 12-inch or optional 6-inch pixel resolution, to include 256 levels of value for each color band (red, green, and blue), shall be produced for the entire Project Area. The County also has a minor interest in the near infrared spectrum, provided it doesn't significantly impact overall cost.

**iii. Image Quality and Tone Balancing**

Respondents are expected to identify the quality assurance and checking procedures that will be employed to guarantee proper tone balancing and overall image quality, minimizing sun flares with no smearing.

**iv. Mosaicking**

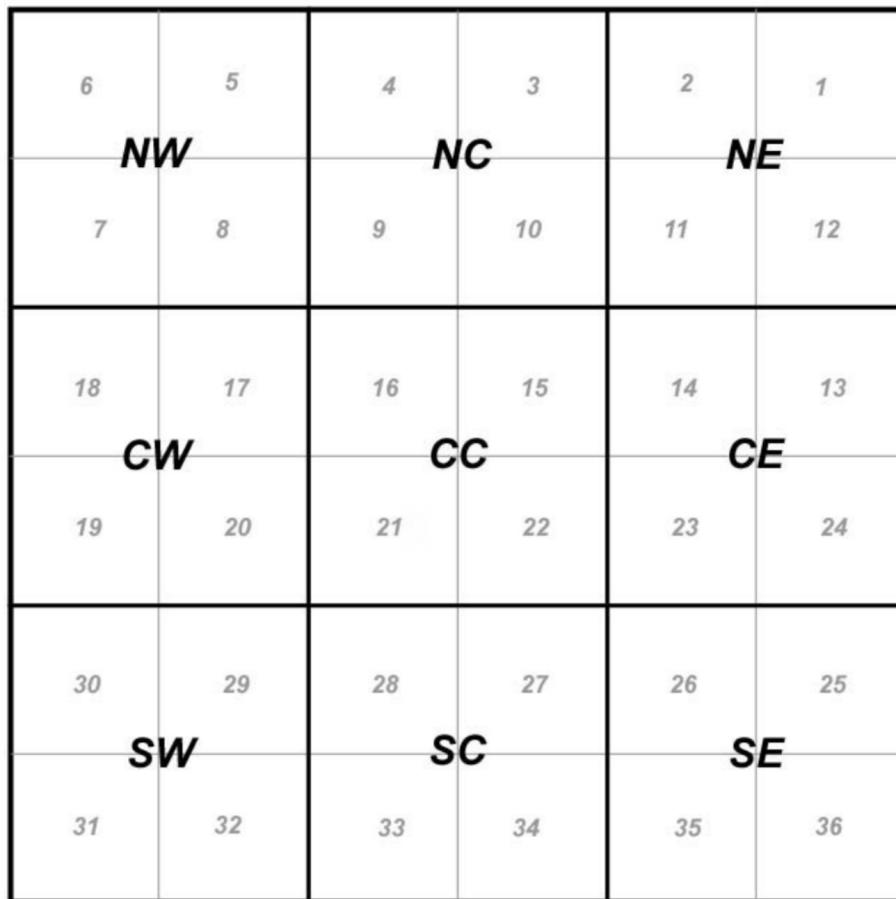
The digital images are to be combined with no pixel gaps between frames. The Contractor shall provide that mosaic lines shall not cross through buildings, bridges or other fabricated structures not at ground level. Join lines between overlapping images shall be selected by the Contractor to minimize tonal variations and visible join lines. Visible seams or sutures within a tile or between tiles, which exhibit a noticeable "edge" or "displacement" effect, will be grounds for rejection of that tile.

**E. Image File Tiling Scheme**

The delivery of the orthophotography shall be tiled and provide seamless coverage. The tiles will be four sections each, with a 100 foot over edge – see Figure 2 for the 4-Section Tile Layout within a Township and file naming requirements.

Figure 2: 4-Section Tile Layout within a Township and file naming requirements

### **4-Section Tile Layout within a Township**



Sample Filename: 2015\_T15NR45E\_CW.tif represents the CW (Center West) tile of T15N-R45E

#### **H. Acceptance**

The County shall identify any tile which does not meet the specifications for image quality or positional accuracy described herein and shall notify the Contractor within 15 workdays of the County's receipt of the subject tile that the image is being rejected. The Contractor shall make any and all corrections necessary to guarantee that all orthophotos meet the described project standards prior to the project deadline. **The acceptance of any item by the County shall not preclude subsequent rejection if such an item is later found to be defective. Any defects detected in any of the deliverables after completion of the project shall be corrected by the Contractor at no additional cost to the County, up to one year after the project completion date.**

#### **VII. Summary of Deliverables**

The successful Contractor will be responsible for producing and delivering the following (digital project documents may be in either Microsoft Word or Adobe PDF format, GIS data may be in ESRI shapefile or file geodatabase format):

#### **A. Project Documents**

- Project Plan (methods, recommendations, and procedures to complete the project) – digital copy.
- Flight Line Index Map – digital copy, GIS data.
- Aerial Photography Report – digital copy. This report is a summary detailing specifications, standards, procedures, techniques and processes used during aerial imagery acquisition and processing. The report should include all maps, flight lines, descriptions of equipment, techniques and methodologies used during the project.
- Aerial Triangulation Report – digital copy.
- Metadata – digital copy.
- Project documents may be delivered on DVD media that can be read on a DVD+ROM drive or CD.

#### **B. Project Data**

- Full project area 3 band RGB color digital orthophoto tiles with 12-inch or optional 6-inch pixel resolution delivered in TIFF format with a TIFF world file, following the file naming requirement as detailed in Figure 2.
- Aerial triangulation data, original stereo imagery, any created DEM data, airborne GPS/IMU data, and ground control data will be delivered on USB 2.0 external hard drive.

**All project data shall be referenced to the Washington State Plane South Zone:**

Horizontal Datum: NAD83, 1991 Adjustment (HARN)

Vertical Datum: NAVD 1988

Unit of Measure: U.S. Survey Foot

**All products and services produced for this project become the sole property of Whitman County and all Partners identified through Interagency Agreements prior to the completion of the project and cannot be used or reproduced without written permission. However, the vendor will be allowed to resell the data six months after the project completion date.**

## **VIII. General Project Provisions**

### **A. Time & Delivery Schedule**

It is expected that all work (including corrections) shall be completed by December 31, 2015. The project shall proceed according to the proposed Project Schedule and data shall be delivered on, or before, the dates stated. Initial delivery to the County of the final deliverables may be made on a USB 2.0 hard drive. Errors and/or omissions found by the County shall be corrected before final acceptance. Final deliverable will be made on external USB 2.0 hard drive.

### **B. Payment**

The Contractor and the County shall mutually agree on the terms by which final payments shall be made for work performed. After the Contractor has issued a certificate for payment the County shall make payment within 45 days of the receipt of the payment request documentation. Payments will be made after delivered materials have been approved by the County.

The County will not pay for any “miscellaneous charges”. These shall include but not be limited to: truck or vehicle charges, mileage reimbursement, parking charges, consumable incidental materials, shop materials, routine environmental charges, etc. **All such charges shall be included in the Contractor’s overhead and shall be incorporated into the amounts indicated on the Fee Proposal Form (Attachment A).**

### **C. Delivery**

Cost of delivery to the location of said materials and supplies is included in said prices, and delivery shall be made only as called for in the contract and issued by the County. It is understood that the County shall be under no obligation for payment for any supplies or material except on the basis of said contract duly signed and issued. In addition, the successful Contractor shall not be held responsible for damages caused by delay or failure to perform or defaults caused by public carriers or acts or demands of the Government in time of war.

### **D. Guarantee, Ownership of Data/Products**

The successful Contractor further agrees to guarantee all products against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County to require compliance with any term or condition of the contract or specifications shall not be deemed a waiver of such term or condition unless so stated in writing and signed by the County. All maps, photographs, documents, reports or digital data prepared or completed during the performance of services specified in this RFP shall become the property of the County and all Partners identified through Interagency Agreements prior to the completion of the project and shall not be copyrighted by the Contractor. Vendors will be allowed to resell the data six months after the project completion date. All County Departments as well as any other agencies/firms will have unrestricted access and use of the products and deliverables at the sole discretion of the County and Partners.

### **E. Independent Price Determination**

Contractors are held legally responsible for their proposals and proposal budgets. Contractors are not to collaborate, for the purpose of restricting competition, with other Contractors or competitors in developing proposals and budgets.

### **F. Selection and Review Process**

A staff committee shall review proposals and negotiate a contract with the selected Contractor. The committee may schedule interviews with some Contractors prior to the selection.

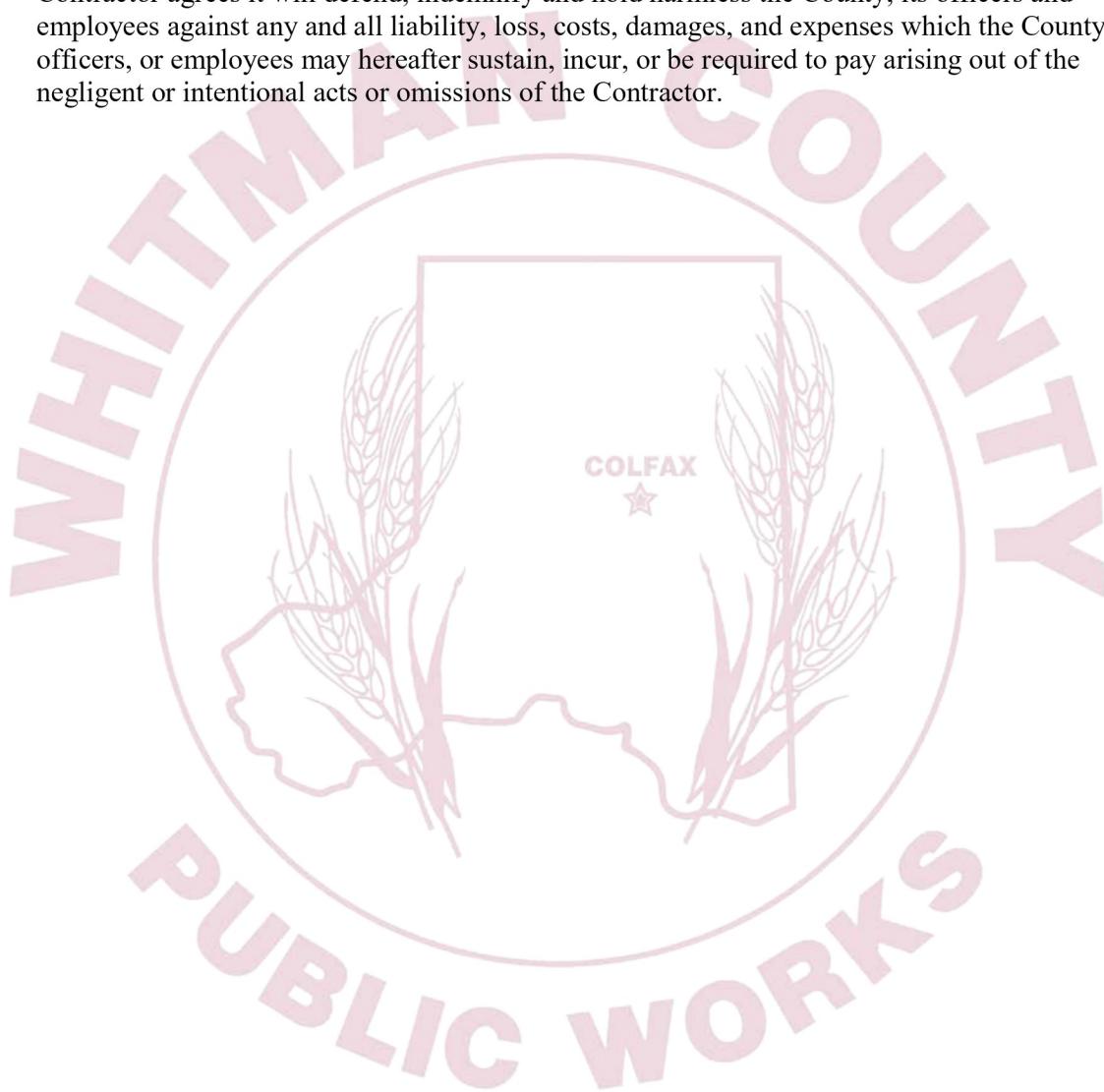
#### **G. Award and Acceptance**

The award of contract shall be based on the criteria set forth in Section IV of the Request for Proposal.

As stated previously, the County reserves the right to cancel the Request for Proposals at any time. The County reserves the right to accept or reject any or all proposals and to waive any informality contained herein where the acceptance, rejection or waiving of such would be in the interest of the County. The award shall be made to one Contractor only for any or all items.

#### **H. Indemnification**

Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or intentional acts or omissions of the Contractor.



**Attachment A: Fee Proposal Form (place in sealed envelope and attach to proposal)**

**Project Title: Whitman County 2015 Digital Orthophotography Project**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Tax ID:** \_\_\_\_\_

**Please fill out all lines on the table below. Do not include Washington State Sales Tax.**

<b>Work</b>	<b>12" Phase Fee</b>	<b>Optional 6" Phase Fee</b>
Aerial Photography	\$ _____	\$ _____
Aerial Triangulation	\$ _____	\$ _____
Digital Orthophotos	\$ _____	\$ _____
<b>Total Fee</b>	\$ _____	\$ _____

**Optional:**

Can you provide near infrared spectrum as an additional band? (Circle one): YES      NO

If yes, provide the total additional fee for including the infrared spectrum band:

12" Phase Fee - \$ \_\_\_\_\_      Optional 6" Phase Fee - \$ \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Attachment B: Terms and Conditions**

THE DISK(S), ELECTRONIC TRANSMISSION(S), OR MAP PRODUCT(S) WHICH YOU ARE ORDERING ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

### **Disclaimer**

The data available on disk(s), electronic transmission(s), or map product(s), including all maps, tables, numbers, graphics, and text (collectively, the "information"), is provided on an "AS IS," "AS AVAILABLE", and "WITH ALL FAULTS" basis. Neither Whitman County nor any of its officials and employees (collectively, "Whitman County") makes any warranty of any kind for this information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose; nor shall the distribution of this information constitute any warranty. Whitman County regularly and frequently updates its data layers. As a result, the information on disk(s), electronic transmission(s), or map product(s) will be superseded over time and without notice. You should order updates regularly. Whitman County assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information available on disk(s), electronic transmission(s), or map product(s); nor does it represent that the use of any information will not infringe privately-owned rights. You use it at your own risk. Information on disk(s), electronic transmission(s), or map product(s) is not intended to constitute advice, nor is it to be used as a substitute for specific advice from a licensed professional. You should not act (or refrain from acting) based upon information in disk(s), electronic transmission(s), or map product(s) without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances. References to any specific commercial product, process, or service by trade name, trademark, or manufacturer do not constitute or imply endorsement, recommendation, or favoring by Whitman County.

### **Copyright**

Whitman County reasonably believes that making information available for your inspection on disk(s), electronic transmission(s), or map product(s) is not an infringement or other violation of any intellectual property rights. To the extent copyright in said information is held by Whitman County, you are hereby permitted by Whitman County to copy, distribute, and otherwise use the information with one exception: no one is permitted to sell this information except in accordance with a separate written agreement with Whitman County. Provided, however, that insofar as the information made available on disk(s), electronic transmission(s), or map product(s) contains material for which others may assert a copyright or other property interest, Whitman County makes no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information. Furthermore, Whitman County expressly disclaims any responsibility to defend or indemnify you against claims that others may assert based on your copying, distribution, or other use of any of the information. You use the information at your own risk.

### **Jurisdiction and Venue**

As between you and Whitman County, the exclusive jurisdiction and venue for any dispute, action, or suit of any nature involving disk(s), electronic transmission(s), or map product(s) and its content, including, but not limited to, actions for injury to a person or property or infringement of intellectual property rights, shall reside in the courts of competent jurisdiction situated in Whitman County, Washington. Washington and federal law, as applicable, shall apply to all such matters.