



## Grand Forks - East Grand Forks Metropolitan Planning Organization

### **MPO Staff Report** **Technical Advisory Committee: February 8, 2012** **MPO Executive Board: February 23, 2011**

**RECOMMENDED ACTION: Approve Aerial Imagery Project RFP.**

Matter of Aerial Imagery Acquisition.

**Background:** When the MPO did its solicitation from the cities of Grand Forks and East Grand Forks for the 2009-2010 Work Program both cities indicated that a new aerial photo be taken. This photo has been useful and helpful to most departments of both cities. The MPO budget is \$37,000.

**Findings and Analysis:**

- UPWP identifies the completion of Aerial Imagery.
- Projected date for project is April 2012

**Support Materials:**

- Collection of Aerial Images
- Develop Database and Shapefiles of images and locations
- Draft RFP

**Grand Forks – East Grand Forks  
Metropolitan Planning Organization**

**Request for Proposals  
for  
Transportation Planning Services**

**Aerial Imagery for Grand Forks and  
East Grand Forks Area**

**April 2012**



**REQUEST FOR PROPOSALS  
FOR  
TRANSPORTATION PLANNING SERVICES**

The Grand Forks – East Grand Forks Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

**Aerial Imagery for Grand Forks and East Grand Forks**

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of **\$37,000** dollars.

Interested firms should contact Ms. Teri Kouba, Planner at the MPO, PO Box 5200, 255 North 4th Street, Grand Forks, ND 58206. Contact can also be done by telephoning 701.746.2660, or by e-mail: [teri.kouba@theforksmpo.org](mailto:teri.kouba@theforksmpo.org).

All proposals received by **noon April 6th** at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) copies of the proposal. The full length of each proposal should not exceed twenty-five (25) double-sided pages, including any supporting material, charts, or tables. MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal, and are encouraged to use materials that are easily recycled. Electronic proposals will be accepted in Microsoft Word or Adobe Acrobat format, however they must be easily reproducible by MPO in black-and-white; a sealed cost proposal must still be provided in hard copy by noted due date. Submittals must be received no later than **noon April 6th** (Grand Forks local time). Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

**Teri Kouba  
Planner  
Grand Forks – East Grand Forks MPO  
PO Box 5200  
255 North Fourth Street  
Grand Forks, North Dakota 58206  
[teri.kouba@theforksmpo.org](mailto:teri.kouba@theforksmpo.org)**

Fax versions will not be accepted as substitutions for hard copies of proposals. Once submitted, the proposals become the property of MPO.

**Table of Contents**

I. Purpose of Request ..... 6

II. General Instructions ..... 6

III. Preliminary Project Schedule..... 11

IV. RFP Evaluation Criteria..... 12

V. Terms and Conditions ..... 12

VI. Proposal Format and Content ..... 13

VII. Project Background and Intent ..... 15

VIII. Available Information ..... 17

IX. Map of Project Area..... 19

Appendix A            Attachments 1 and 2

Appendix B            Cost Proposal Form



**REQUEST FOR PROPOSALS FOR  
TRANSPORTATION PLANNING SERVICES**

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**I. PURPOSE OF REQUEST**

The MPO requests proposals from the qualified consultants for the following project:

**Aerial Imagery for Grand Forks and East Grand Forks**

The purpose of this Request for Proposals (RFP) is to provide interested consulting firms with enough information about the professional services desired by the MPO.

A selection committee will rank submittals from responding consultants. Upon completion of the ranking, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposals of the top ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any and all submittals.

**II. GENERAL INSTRUCTIONS**

*A. Any questions or comments regarding this proposal should be submitted to:*

**Teri Kouba  
Planner  
GF/EGF MPO  
PO Box 5200  
255 North Fourth Street  
Grand Forks, ND 58206**

**Phone: 701-746-2660  
FAX: 701-787-3755  
e-mail: [teri.kouba@theforksmpo.org](mailto:teri.kouba@theforksmpo.org)**

*B. Proposals shall be submitted to:*

**GF/EGF MPO  
PO Box 5200  
255 North 4<sup>th</sup> Street  
Grand Forks, ND 58206**

*C. All proposals must be clearly identified and marked as follows:*

**Proposal For:  
Aerial Imagery Project  
Firm's Name  
GF/EGF MPO**

All proposals must be received by **noon April 6th** at which time the technical proposals will be opened for review. Cost proposals will remain sealed in a secure place until technical ranking is complete and contract negotiations begin. Ten (10) copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

***D. Selection Committee/ Project Steering Committee***

The technical proposals will be reviewed by the Selection Committee, which will include staff from local municipalities and multi jurisdictional bodies as follows:

- \* Grand Forks GIS Coordinator
- \* Grand Forks City Engineering
- \* East Grand Forks Planning Department
- \* East Grand Forks City Engineering
- \* MPO

Once the written proposals are received, the Selection Committee will meet to rank the proposals. An interview will be scheduled with the firms that submit the top three ranked proposals. This 30 minute interview will provide an opportunity for the selection committee members to ask questions of the submitting firms and get clarification on any information in the proposal that may not be clear. Firms chosen for interviews will be expected to make presentations, and should prepare one. The interviews may be conducted in person at the MPO Offices. Firms may be asked to verbally expand upon particular points in their written proposal and should be prepared to do so.

***E. Respondent Qualifications***

Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he/she has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded to, any respondent who is in arrears to MPO or its representative governments, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the local partners; or who is deemed to be irresponsible or unreliable by the local representatives.

***F. Disadvantaged Business Enterprise***

In the performance of this agreement, the contractor shall cooperate with MPO in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

**G. *Equal Employment Opportunity***

In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. The consultant will take action to insure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials. The consultant will furnish all necessary information and reports and will permit access to its books, records, and accounts by the MPO and/or its representatives including state and federal agencies, for purposes of investigation to ascertain compliance with non-discrimination provisions or any resultant contract.

**H. *Ownership, Publication, Reproduction, and Use of Materials***

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies.

No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

**I. *Records, Access, and Audits***

The consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The consultant shall provide free access to the representatives of MPO, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts there from as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of the final payment under this contract.

**J. *Conflicts of Interest***

No official or employee of the MPO, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the MPO, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the MPO, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the MPO, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of the MPO, the NDDOT, the MnDOT, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

***K. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certification; and Restrictions on Lobbying***

The consultant is advised that his or her signature on this contract certifies that the company/agency will comply with all provisions of this agreement, as well as applicable federal and state laws, regulations, and procedures. Moreover the consultant affirms its compliance with the federal Debarment and Suspension Certification, Attachment 1; and the Federal Restrictions on Lobbying, Attachment 2 in Appendix A.

***L. Subcontracting***

The contractor may, with prior approval from the MPO, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subcontract must be filed with the MPO.

***M. Assignments***

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the MPO.

***N. Procurement - Property Management***

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995 Property Management Standards, which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

***O. Termination***

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the MPO terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the MPO, and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursements of funds and requiring the return of all or part of any funds that have already been disbursed.

***P. Amendments***

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

**Q. *Civil Rights***

The contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulation of the Federal Department of Transportation, 49 CFT, Part 21, and Executive Order 11246.

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**R. *Civil Rights - Noncompliance***

If the contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or the NDDOT as may be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

**S. *Energy Efficiency***

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

**T. *Handicapped***

The contractor shall ensure that no qualified handicapped individual, as defined in 29 USE 706(7) and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

**U. *EPA Clean Act and Clean Water Acts***

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

**V. *Successors in Interest***

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereby, and their respective successors and assigns.

**W. *Waivers***

The failure of the MPO or its local state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the MPO or its state/federal grantors of that or any other provision.

**X. Notice**

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

**Y. Hold Harmless**

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and members, and the State of North Dakota and Minnesota and the NDDOT and MnDOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the MPO, the NDDOT, or the MnDOT and that any and all claims that may arise under the Worker’s Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor’s employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the MPO.

**Z. Compliance with Federal Regulations**

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable federal and state laws, regulation, and procedures. Moreover, the contractor affirms its compliance with the federal Debarment and Suspension Certification and the federal Restrictions on Lobbying.

**III. PRELIMINARY PROJECT SCHEDULE**

**A. Consultant Selection**

Advertise RFP to Qualified Firms	March
Receive Proposals	April 6th
Selection Committee Activity:	
Review Proposals	April 9 <sup>th</sup>
Proposal Interviews	April 13 <sup>th</sup>
Select Finalist	April 13 <sup>th</sup>
Contract Negotiations Completed	April 16 <sup>th</sup>
MPO Policy Board Approval of Consultant Selection and Contract	April 18 <sup>th</sup>

**B. Project Development**

Notice to Proceed	April 19th
Flight	April 23 <sup>th</sup> to May 11 <sup>th</sup>
Final Deliverables	December 31 <sup>st</sup>

#### **IV. RFP EVALUATION CRITERIA & PROCESS**

The MPO in close coordination with members of the Steering Committee will evaluate the written proposals based on, but not limited to, the following criteria and their weights:

##### **A. Understanding the Scope-of-Work and Proposed Project Approach (25 points)**

1. Does the firm demonstrate an understanding of the study objectives?
2. What is the consultant's approach to performing the scope-of-work effectively and efficiently?
3. What is the proposed schedule for completing the study?
4. What is the firm's proposed public input plan?

##### **B. Related Experience on Similar Projects (25 points)**

1. How familiar is the firm with this kind of work?
2. Does the firm have a history of successfully completing similar kinds of studies?

##### **C. Past Performance (15 points)**

1. Does the firm routinely deliver desired products in a timely manner?
2. Does the consultant routinely demonstrate initiative, efficient use of time and resources, and reliability in completing their projects?

##### **D. Expertise of the Technical and Professional Team Members Assigned to the Project (25 points)**

1. What are the technical and professional skills of each team member?
2. What will be the assigned role each member will play?

##### **E. Recent, Current, and Projected Workloads of Persons Working on the Project (10 points)**

1. Can the team members devote the time and resources necessary to successfully complete this project?

Each proposal will be evaluated on the above criteria by the Selection Committee. After RFP review, the Committee will schedule oral interviews. The Committee will determine which firm would best provide the services requested by the RFP. The qualifying firm chosen by the Selection Committee will enter into a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope. Upon successful completion of direct negotiations, those firms not selected for direct negotiations will have their unopened cost proposals returned.

**The MPO is an Equal Opportunity Employer.**

#### **V. TERMS AND CONDITIONS**

- A. The MPO reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.
- B. The MPO reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

- C. Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to the MPO the services set forth in the attached specifications, or until one or more of the proposals have been approved by the MPO Policy Board.
- D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the MPO shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MPO and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The MPO reserves the right to reject any agreement that does not conform to the Request for Qualification and any MPO requirements for agreements and contracts.
- F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.

## **VI. PROPOSAL FORMAT AND CONTENT**

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (to be bound separately)

Detailed requirements and directions for preparation of each section are outlined below:

### **A. Introduction and Executive Summary**

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number, FAX number, and e-mail address, if available.
2. Year established (include former firm names and year established, if applicable)
3. Type of ownership and parent company, if any.
4. Project manager's name, mailing address, and telephone number, if different from Item 1. Project manager's experience.

In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.

### **B. Administrative Questions**

Respond to each of the following questions, and please cite the question before each answer.

1. Identify the respondent's authorized negotiator.

Give name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.

2. Provide workload and manpower summaries to define respondent's ability to meet project time line.

**C. Summary of Proposed Technical Process**

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document his/her clear understanding of the RFPs entire scope of work and project intent (see VII of RFP) for the Aerial Imagery Project, data requirements, public participation process, and alternative evaluation methodology. Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect timely, satisfactory completion of this project.

**D. Project Staff Information**

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. It is critical that contractors commit to particular levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of project schedule impact. Project staff information must include a breakdown of estimated staff hours by each staff class per task.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the MPO.

**E. Similar Project Experience**

Describe similar types of studies/construction projects completed or currently under contract.

**F. References**

Provide references of three clients for whom similar work has been completed.

**G. DBE/MBE Participation**

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the NDDOT or MNDOT as a DBE/MBE shall be included in the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification by either the NDDOT or Mn/DOT shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown..

**H. Cost Proposals/Negotiations**

1. Cost Proposals

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposal and secured unopened until the technical evaluation process is completed. Only the cost proposal from the top ranked technical proposal will be opened during the negotiation process. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B.

2. Contract Negotiations

The MPO will negotiate a price for the project after the Selection Committee completes its final ranking of the consultants. Negotiation will begin with the most qualified consultant, based on the opening of their sealed cost proposal. If the MPO is unable to negotiate a fair and reasonable contract for services with the highest ranking firm, negotiations will be formally terminated, and will begin with the next most qualified firm. This process will continue until a satisfactory contract has been negotiated.

The MPO reserves the right to reject any, or all, submittals.

## **VII. BACKGROUND AND PROJECT INTENT**

### **A. Background**

The Grand Forks-East Grand Forks metropolitan area is located along the North Dakota and Minnesota border about 75 miles south of the Canadian border. The City of Grand Forks is approximately 17 square miles in size, and the City of East Grand Forks is approximately 5 square miles in size. The MPO study area includes both cities and a four mile radius around both cities. The proposed 144 square miles of coverage includes both cities and portions of the four mile radius.

Over the years the MPO has made investments in its Geographic Information System and data. The MPO relies on ESRI ArcGIS and AutoCADD software to maintain and implement the Geographic Information System. Aerial photography has been an integral part of the GIS system for many years. Recent growth of the metropolitan area and the completion of the flood control system require the aerial photo update.

The desired aerial photography is to be color and flown in Spring 2012 in snow-free, leaf-off conditions. The aerial photography specifications, including scanning/digital, should be adequate (scale, resolution, etc) to support production of other products desired by the MPO under this RFP. The MPO is requesting a price for six inch pixel ground resolution. The color digital orthophotography with six inch pixel ground resolution with desired horizontal accuracy approximately plus or minus one foot is intended to be used at a scale of 1"=100' for the 6 inch.

### **B. Scope of Work**

The proposed project involves three separate, but related components:

1. Ground Control
2. Aerial Photography acquisition
3. Digital orthophotography production

#### **Component 1: Ground Control**

The contractor will determine what ground control is needed to meet photo specifications. The successful bidder may utilize the existing digital elevation model and GPS monuments established by the City of Grand Forks.

#### **Component 2: Aerial Photography Acquisition**

The MPO wishes to obtain color aerial photography in early spring of 2012 to support and upgrade the existing GIS base map. Respondents are asked to propose an approach to the photography acquisition that will best meet the needs of the MPO at a 6 inch pixel resolution.

The proposed approach to aerial photography acquisition should outline the respondents intended flight plan including date and time of photography, flight height and negative scale, flight lines, endlap and sidelap, planning aerial equipment and materials and quality control procedures. In addition the respondents are expected to identify all products to be delivered to the MPO from this work component.

Specifications:

- Photographic coverage will be approximately 144 square miles of land. The geographic area of interest is depicted on Pg 18.
- The respondents should identify what ground control is needed to support the photography and describe how its acquisition should be coordinated with other control development work elements.
- The MPO requires aerial photography to be acquired after snow/lake ice-out and before leaf-on conditions.
- Less than 5% cloud cover and/or shadows shall not appear in any of the images.
- Flight height should be no higher than 4,000 ft ATM.
- In no case, shall the vender resample from a larger pixel resolution to achieve the 6 inch pixel resolution.
- The solar angle must be 30 degrees or more above the horizon at the time of exposure.
- National Map Accuracy Standard suitable for 1"=100' scale mapping or +-3.33 ft positional accuracy is to be used.
- Minimum overlap shall be 60% forward and 30% side.

**Component 3: Digital Orthophoto Production**

The third component involves the production of digital orthophotography from any previous ground control and aerial photography work components. Respondents shall provide a strategy for creating and delivering color digital orthophoto images with a 3 or 6 inch pixel ground resolution with desired horizontal accuracy approximately +-1 foot intended to be used at a scale of 1"=100' for the 6 inch.

Specifications:

- Quarter-section based digital orthophoto images that are georeferenced to the North Dakota State Plane Coordinate System (North Zone) based on NAD 83 datum. Orthophotography will be delivered for the entire area of aerial photo acquisition as described in component 2.
- Quarter-section digital images are to be edge matched with no pixel gaps between geographic partitions.
- Digital images are to be delivered in standard GeoTIFF and ECW file by quarter to be used with the MPO's GIS software environments. In addition the MPO is requiring the delivery of mosaic imagery as a single Mr.SID compressed image file and a single ECW file.
- All digital imagery is to be generated by digital image or by scanning aerial photographs and processing the data within a digital environment. Scanned conventional hardcopy orthophotos will not be accepted.

- Color density matching of digital ortho images to create seamless mosaic. Respondents are expected to identify the quality assurances and checking procedures that will be employed to guarantee proper tone balancing and overall image quality.

### **C. Meetings**

There will be no need for public meetings for this project.

### **D. Project Deliverables**

- Samples of images before final delivery, to determine quality, acceptability, and fitness of products.
- Digital flight line maps on DVD or external hard drive.
- Color digital orthophoto ECW and GeoTIFF files delivered by quarter section tiles on DVD or external hard drive.
- One seamless MrSID and ECW digital image file of the entire fly-zone area on DVD or external hard drive.
- FGDC compliant metadata (.xml and .txt format) for all deliverables.
- A final index map in digital and hardcopy format for every coverage tile of the digital orthophotography.
- Ground Control Survey Report, which includes a narrative describing procedures employed and results achieved. Any shapefiles created for ground control should be delivered.

### **E. Estimated Project Budget**

The estimated budget for this project is \$37,000.

## **VIII. INFORMATION AVAILABLE FOR CONSULTANT**

### **A. General Information**

Shapefiles of:

- Fly Zone
- GPS Monuments in Grand Forks
- PLSS 2000
- Any other relevant data as requested.

# 2012 Proposed Fly Zone for Grand Forks, ND & East Grand Forks, MN



**APPENDIX A**  
**ATTACHMENTS 1 & 2**

**DEBARMENT OF SUSPENSION CERTIFICATION**

The Participant, \_\_\_\_\_ (name of firm) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause of default.

**THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
(Signature of Authorized Official)

Date

\_\_\_\_\_  
(Title of Authorized Official)

**CERTIFICATION  
OF  
RESTRICTION ON LOBBYING**

I \_\_\_\_\_, hereby certify on behalf of  
(Name and title of grantee official)

\_\_\_\_\_ that:  
(Name of grantee)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of authorized official)

**APPENDIX B**

**COST PROPOSAL FORM**

**(Include completed cost form from Appendix B in a separate  
sealed envelope - labeled  
“SEALED COST FORM - Vendor Name”  
and submit with technical proposal as part of overall RFP response.)**

**COST PROPOSAL FORM**

The cost estimated should be based on a not to exceed cost as negotiated in discussion with the most qualified contractor. Changes in the final contract amount and contract extensions are not anticipated.

**REQUIRED BUDGET FORMAT**  
*Please Use Audited DOT Rates Only*  
**Aerial Imagery Project**

<b>1. Direct Labor</b>	<b>Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Total</b>
Name, Title, Function	0.00	X	0.00	=	0.00
		X			
		X			
		X			
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
<b>Total Cost</b>					