

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO 2016-004

***2017 COLOR DIGITAL ORTHO AERIAL PHOTOGRAPHY, LiDAR CONTOUR
MAPPING AND PLANIMETRIC UPDATES***

October 2016

APPROVED:

William A. Christian
Metro COG, Executive Director

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The Fargo-Moorhead Metropolitan Council of Governments (Metro COG), in conjunction with the City of Fargo and other metropolitan area municipalities (hereafter collectively referred to as the Client), requests proposals from qualified Consultants for the following project:

***2017 COLOR DIGITAL ORTHO AERIAL PHOTOGRAPHY, LiDAR CONTOUR
MAPPING AND PLANIMETRIC UPDATES***

All applicants meeting the deadline for submittal will receive consideration. Selection criteria will follow a qualifications-based review process to analyze proposals from responding Consultants. Upon completion of technical ranking, oral interviews and possible discussion, the Client will enter into negotiations with the top ranked Consultant. The Consultant will submit **sealed cost proposals along with the RFP**. The cost proposal of the top ranked Consultant will be opened during contract negotiations. Those Consultants not selected for direct negotiations will have their unopened cost proposals returned. The Client reserves the right to reject any or all submittals.

This project will be funded in part with federal transportation funds. The project will be initiated in the first quarter of 2017 and is required to be completed by December 31, 2017. All invoices are to be received by the Client by December 31, 2017.

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

This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Metro COG Executive Secretary at 701.232.3242.

I. PURPOSE OF REQUEST

The purpose of this Request for Proposals (RFP) is to provide interested consulting firms with information about the professional services desired by the Client. This information is meant to convey the general intent of the Client in regards to the requested services and to further guide interested Consultants in the preparation and submittal of a proposal.

II. PROJECT BACKGROUND AND OBJECTIVE

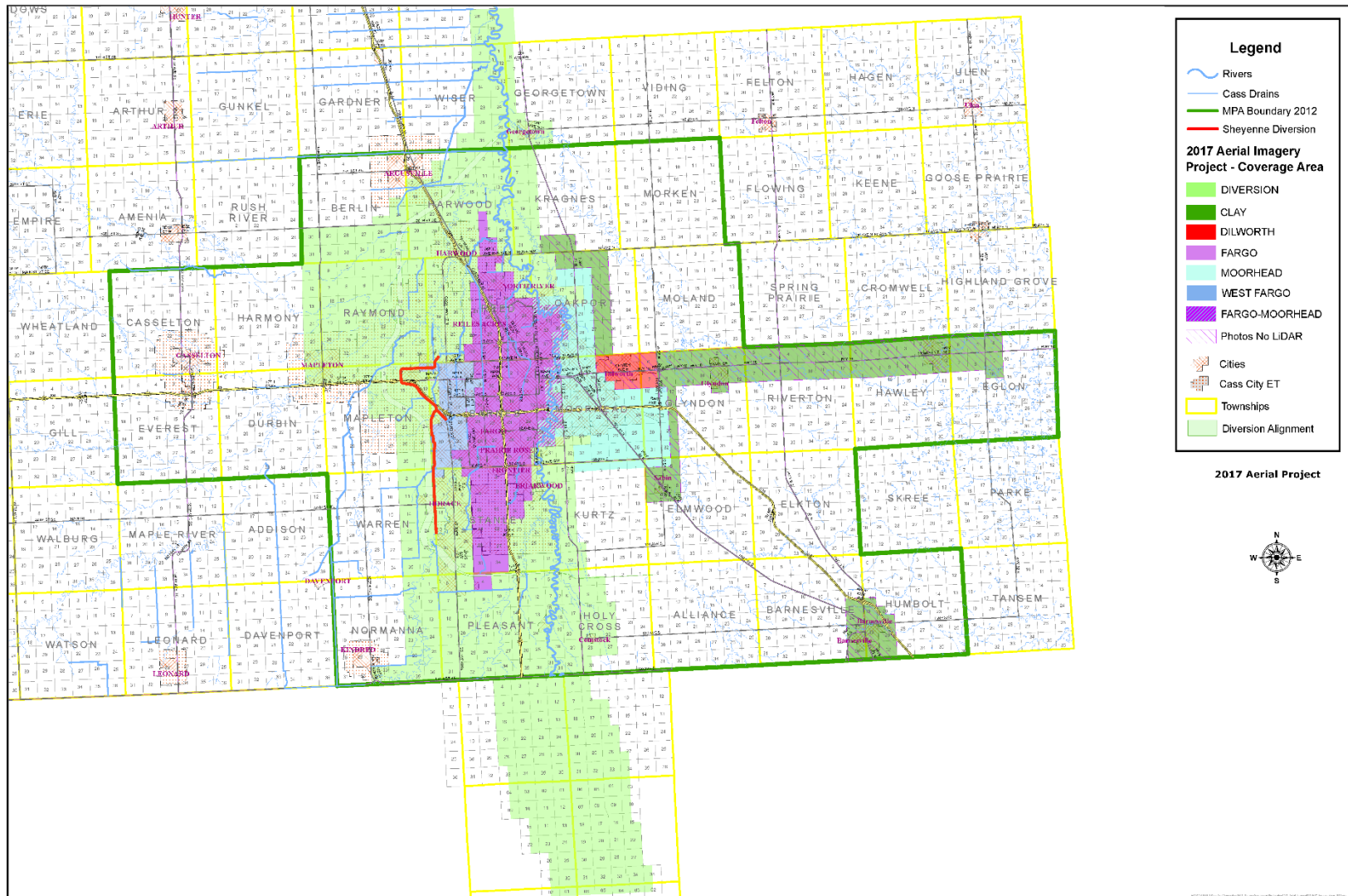
The greater Fargo - Moorhead Metropolitan Area is located in the Red River Valley of North Dakota and Minnesota. Situated on the border between the two states the metropolitan area is divided by the Red River of the North and includes the Cities of Fargo, West Fargo, and portions of Cass County, North Dakota, and the Cities of Moorhead and Dilworth, and portions of Clay County, Minnesota.

The area is experiencing tremendous growth and this places pressure on jurisdictional governments, their infrastructure, and planning needs. Every two to three years a multi-jurisdictional project occurs to update color digital aerial orthophotography, 1-foot interval contour mapping derived from LiDAR, and planimetrics for the greater Fargo-Moorhead Metropolitan Area. In order to keep this data current, the Client is requesting responses for these professional services for a project that will take place in the spring of 2017. The specifics are described in this document.

This project will encompass 559.50 total square miles. The coverage area of the different project deliverables are as follows:

<u>Six inch (0.5 foot) resolution orthophotos</u>	<u>559.50 square miles</u>
<u>LiDAR, 1 Foot Contours, DEM & DTM</u>	<u>486.25 square miles</u>
Planimetrics:	
Building footprints	559.50 square miles
<u>Road paving edges</u>	<u>559.50 square miles</u>
<u>Impervious Surfaces</u>	<u>81.25 square miles</u>

The flights to capture the aerial imagery and the LiDAR data will commence as soon as possible after all snow cover is gone and the Red River of the North is below flood action stage (< 17 feet), which is typically late March; and shall be finished on or before May 8, 2017. Map 1 on the following page provides a general overview of the coverage area of the project.



Map 1: Coverage Area of the Project

III. SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is the scope of work that will guide development of the 2017 Color Digital Ortho Aerial Photography, LiDAR Contour Mapping and Planimetric Updates for the Fargo-Moorhead metropolitan area. The Client has included the following scope of work to provide interested consulting firms insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

At minimum, the Consultant shall be expected to establish detailed analysis, recommendations and/or deliverables for the following tasks:

- Task 0 – Project management
- Task 1 – Aerial Orthophotography
- Task 2 – LiDAR and 1-Foot Contours
- Task 3 – Planimetrics and Impervious Surface Features

Task 0 – Project Management

This task involves activities required to manage the project including staff, equipment and documentation. It also includes the preparation of progress reports, documenting travel and expense receipts, preparing and submitting invoices. Monthly progress reports will be submitted to the Client.

Task 1 – Aerial Orthophotography

The scope of work for this part of the project includes color aerial imagery to be collected at the appropriate flying height to produce digital orthoimagery at the scale of 1"=100' for the entire extent of the project. Said imagery will be used for the rectification of the 0.5' pixel resolution color digital orthophotography. Deliverables shall include an additional TIF for each quarter-section in pixel resolutions of 1 foot, 2 foot, 4 foot and 8 foot. All TIF image files will be delivered in quarter-section formatted tiles (See Imagery Delivery Grid Tile section below).

Inspection of the original images to check for tilt, overlap, crab, cloud cover, snow cover, and proper sun angle must be carried out by the respondent before the images are compiled for the creation of digital orthoimages. Immediately after the aerial mission, the Consultant shall review the images to determine if the camera functioned properly during the mission. If the review indicates a malfunction, the aerial mission must be reflown at no additional cost to the Client. Reflights shall be performed immediately (weather permitting) ordered for the purpose of securing replacement images for all which fail to meet minimum standards set forth in this proposal, provided ground conditions have not yet terminated the photographic "season". Inspections of aerial imagery should be performed immediately after the aerial imagery flight mission. Unacceptable aerial imagery (as determined by the Client) shall be reflown by the Consultant at no additional cost to the Client, with the reflight coverage overlapping the acceptable digital images.

Prior to undertaking full digital orthophoto production, the Consultant shall furnish the Client with sample digital images at all resolutions to evaluate and accept as examples of overall image quality. The Client will select one image that will become the standard to which all subsequent digital orthophotos will be compared for acceptance/rejection relative to image

quality.

Ground Control

The respondent shall be responsible for any and all control survey necessary to produce an accurate and acceptable product that meets the standards set forth in this document. The ground control checkpoints will validate the accuracy requirements of the project deliverables. Any fieldwork must be supervised by a Registered Land Surveyor or Licensed Engineer. The Client may provide the Consultant with a shapefile of all the ground control points used in the last aerial photograph and LiDAR project, completed in 2014, if desired.

The Consultant will generate a "Ground Control Report" which documents the results of the GPS survey. This report will include a brief narrative of all aspects of the GPS data collection process. After the contract is awarded and upon the selected vendors request we have copies of old project Ground Control Reports.

Accuracy of Deliverables

Deliverable products will meet or exceed a verified horizontal accuracy of 3.8 feet at the 95% confidence interval (2.2 feet RMSE) as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA).

Horizontal - meet NSSDA RMSE(r) of 2.2' (67cm)

- Accuracy(r) of 3.8' (116cm) at 95% confidence

The LiDAR ground (Class 2) will meet or exceed a verified vertical accuracy of 0.6 feet at the 95% confidence interval (0.3 feet RMSE) as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA).

Vertical - meet NSSDA RMSE(z) of 0.3' (9.25cm)

- Accuracy(z) of 0.6' (18cm) at 95% confidence
- Assume in well-defined open terrain

Coordinate Systems

All project deliverables will be initially referenced to the NAD83 North Dakota State Plane Coordinate System, South Zone, US Foot, adjusted in 1996 (NAD 83/96). The projected vertical control datum will be based on the North American Vertical Datum of 1988 (NAVD 88).

Subsequently, all deliverables will also be re-projected to the Fargo Ground Coordinate System, the Minnesota State Plane Coordinate Systems: NAD83 (1986) MN Clay County Coordinate System, and the NAD83 (1996) MN Clay County Coordinate System.

Horizontal accuracy of the ground control shall be Second Order, Class II, GPS. Vertical Accuracy of the ground control will meet Third Order specifications.

Delivery Grid Tile

The Client possesses an ESRI polygon shapefile of PLSS Sections and quarter-sections that is available upon request. The polygon shapefile contains necessary attribution to show all the

required deliverables for each participating agency for each quarter-section. All imagery will be buffered an additional 100 feet outside of each quarter-section tile. The PLSS quarter-section naming convention on each tile in the shapefile will be the naming convention used for each quarter-section TIF image file, TFW geo-referencing “world” file, each individual MrSID file, and each AutoCAD drawing file.

Task 2 – LiDAR and 1-Foot Contours

The acquisition of the LiDAR will coincide with the acquisition of the aerial imagery. This simultaneous capture is important to ensure that breaklines captured from the digital imagery represent the terrain exactly at the time of the LiDAR collection. It also makes it better for attaching the RGB values to the LiDAR points. The acquired LiDAR data will support the design requirements for engineering projects in the coverage area.

The LiDAR accuracy shall be as follows:

- Density or Ground Sample Distance (GSD)
 - 4ppsm
 - 0.5m Nominal Point Spacing (NPS)
 - DTM and contour area (support deliverables)
 - Must support the NMAS equivalent contour interval of 1 foot contours
- ≤30° FOV requirement
 - ≤15° each side of nadir
- Relative Accuracy
 - ≤7cm within individual swaths
 - ≤10cm within swath overlap

The LiDAR will be submitted in the native binary (.las) format (raw and filtered) and will include the American Society for Photogrammetry and Remote Sensing (ASPRS) standard classifications for LAS files. The Client requires the ASPRS LAS 1.4 format.

ASPRS Standard LiDAR Point Classes:

Classification Value (bits 0-4)	Meaning
0	Never Classified
1	Unassigned
2	Ground
3	Low Vegetation (0 to 8 feet)
4	Medium Vegetation (8.1 to 20 feet)
5	High Vegetation (20.1 ft and higher)
6	Building
7	Noise
8	Model Key
9	Water
10	Reserved for ASPRS Definition
11	Reserved for ASPRS Definition
13-31	Reserved for ASPRS Definition
65	Flood Wall

The Consultant will provide a description of their technical equipment and processes in the capture and formatting of their LiDAR and DTM deliverables.

1-Foot Contours

AutoCAD drawings of the 1 foot contours will be created following verification of the newly developed DTM data (derived from the LiDAR DSM and the new breaklines). All drawings will be named using the quarter-section naming format provided in the ESRI polygon shapefile of delivery grid PLSS quarter-section tiles. The 1-Foot contours will also be delivered as a project-wide Feature Class system with an attribute field named Elevation containing the elevation to two decimal places in a File Geodatabase for each coordinate system. The Consultant must deliver 1-foot contour AutoCAD drawings utilizing the data scheme as depicted in the image below. A sample .dwg file may be obtained by from the Client for additional clarification on the required data scheme.

S..	Name	O..	Fre...	L...	Color
✓	0	☹	☀	🔒	white
🔗	C_BUILD_INDEX	☹	☀	🔒	magenta
🔗	C_BUILD_INTER	☹	☀	🔒	red
🔗	G_ANNO	☹	☀	🔒	8
🔗	HYP_INT	☹	☀	🔒	red
🔗	HYP_ITDP	☹	☀	🔒	green
🔗	HYP_X	☹	☀	🔒	white
🔗	HYP_X_HIDDEN	☹	☀	🔒	white
🔗	HYP_XDP	☹	☀	🔒	magenta
🔗	INDEX_LABEL	☹	☀	🔒	white
🔗	TIN_RANP	☹	☀	🔒	white

Task 3 - Planimetrics and Impervious Surface Features

Planimetrics

In the described coverage area, building footprints will be generated. Responding Consultants will provide technical description of the processes used to generate building footprints. All building footprint features greater than 100 square feet will be captured if clearly visible on the imagery. Existing features will be supplied to Consultant for assistance in the update. The attribution of the building footprint file will clearly indicate existing footprints, footprints that have changed, and new footprints (see below). Building footprints will be delivered as a project-wide ESRI Feature Class in a file geodatabase for each coordinate system.

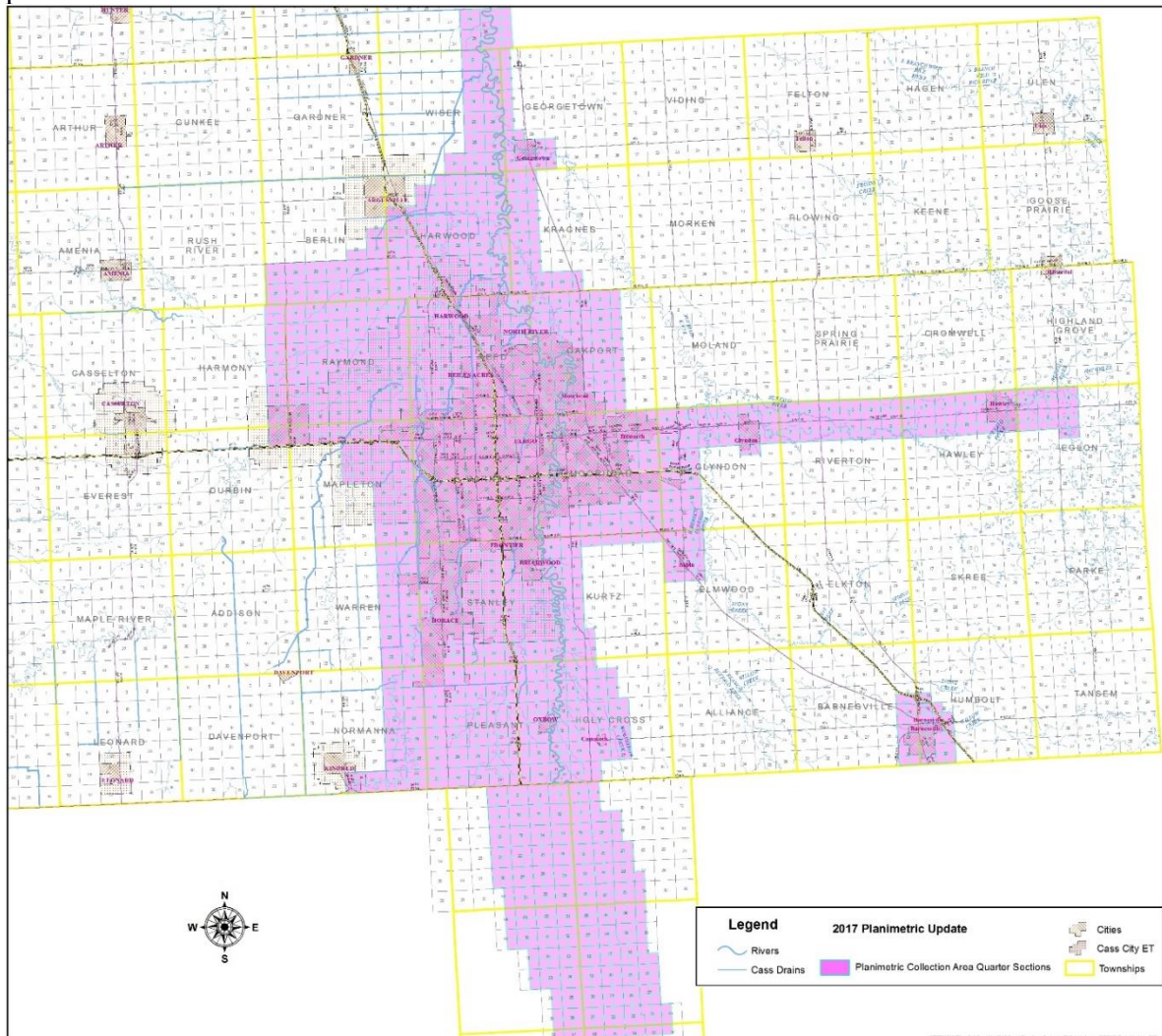
Modification
Existing
New
Changed

Pavement edges will also be generated for described areas. Respondent will provide technical description of the processes used to generate the pavement edge lines. Pavement edges will be delivered as a project-wide ESRI Feature Class in a file geodatabase for each coordinate system. The pavement edge feature class must include the following pavement attributes and be delivered utilizing the data schema as depicted below.

Pavement Type	Value
Paved Road	1
Unpaved Road	2
Bridge	5

Field Name	Data Type
Object ID	Object ID
Shape	Geometry
Layer	Text
Type	Short Integer
Shape Length	Double

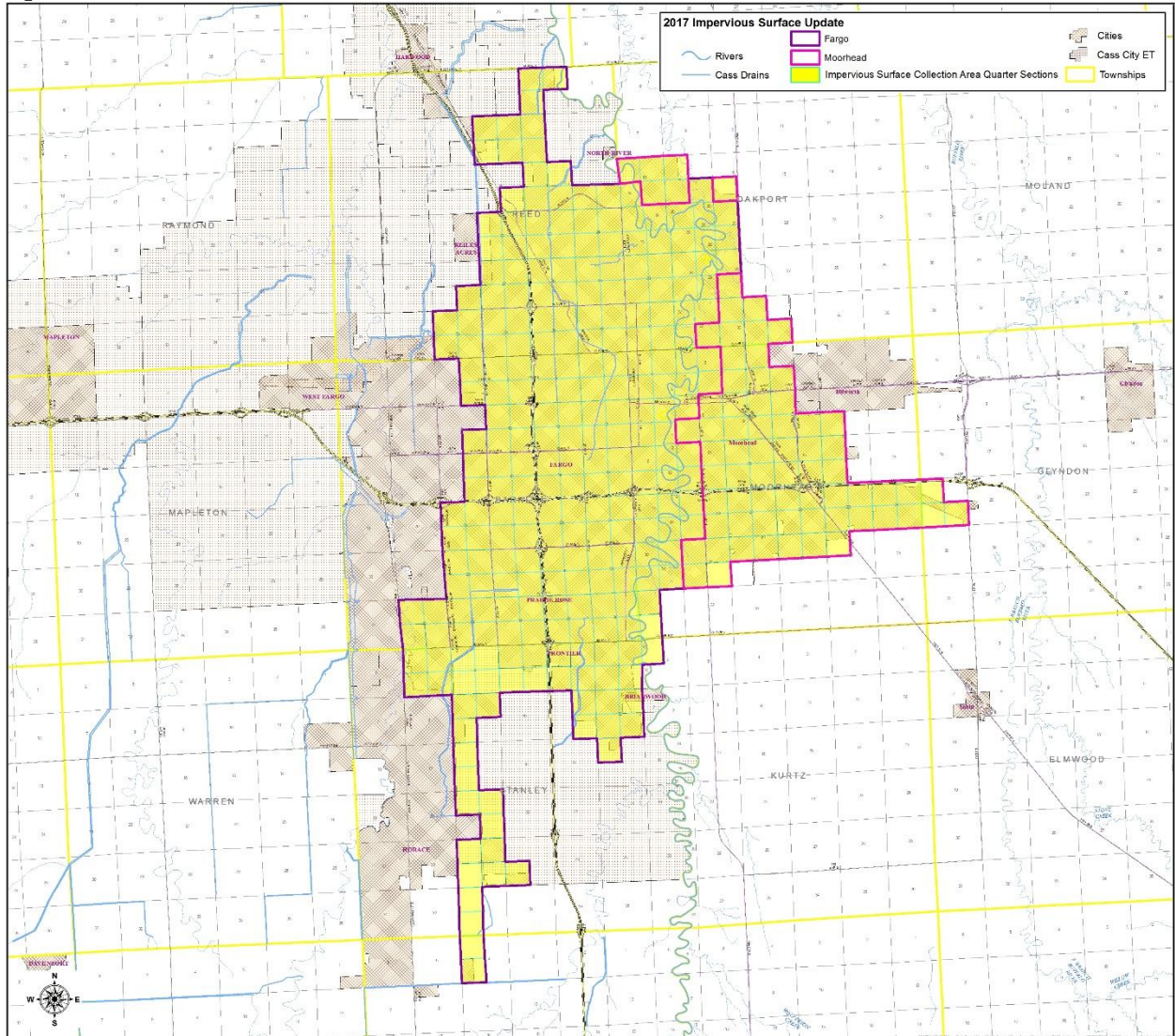
Map 2 (below) depicts the approximate extent of the 559.5 square miles which require updated planimetrics.



Map 2: Planimetric Update Coverage Area

Update Impervious Surface Features

In the described coverage area, impervious surfaces will be generated. The Consultant will provide technical description of the processes used to generate the impervious surfaces. Map 3 provides an overview of extent of the impervious surface update, which totals approximately 76 square miles.



Map 3: Extent of Imperioious Features Update

The Consultant shall deliver the impervious surface file using the following data schema for surface type:

Surface Type	Surface Description
1	Existing Paving
2	Existing Gravel
3	Alley with Paving
4	Alley without Paving
5	Median
6	Asphalt Path
7	Concrete Pad
8	Hard Packed Gravel
9	Park
10	Parking Lot
11	Patio
12	Private Street
13	Misc
14	Sidewalk
15	Building
16	Railroad Hard Packed Gravel
17	Driveway
18	Existing Paving Bridge
21	Sidewalk Bridge
22	Pool

The following outlines the Client’s assumptions and criteria for developing the impervious surface feature class:

- The Client assumes that the building footprints and paving edges will be coincident with the same features in the impervious surface feature class.
 -
- The Consultant will collect and update existing features listed in the Surface Type schema listed in the above table, including:
 - All sidewalks and paths 3 feet in width or greater
 - All building footprints 100 square feet in size or greater
- The delivered feature class must include attributes clearly indicating features which are new or have been modified from the Client’s 2014 impervious surface file
- Metadata must be provided explaining the Client’s collection/creation process for the impervious surface file

IV. DELIVERABLES

1. Project Administration

- i. The Consultant shall prepare all working papers, technical memos and progress reports as required in the scope of work.

2. Product Deliverables

The following is a list of suggested deliverables, but is not inclusive. The responding Consultant is expected to augment the list.

- The cost of all deliveries shall be borne by the Consultant.
- Digital and paper copy of Ground Control Report. Digital copy must be a project-wide ESRI Feature Class in a file geodatabase.
- USGS camera calibration report for the camera used.
- Final flight line map with photo centers (as a point) in digital format.
- FGDC compliant metadata files for each product as XML (or other approved) file format.

As a minimum, the project metadata records shall detail all flight lines, flight dates and times, datums, projections, processing steps, field records, and positional accuracy.

The Vertical Positional Accuracy should be reported as follows:

"Tested __ft Vertical Accuracy at 95 percent confidence level."

The Horizontal Positional Accuracy should be reported as follows:

"Tested __ft Horizontal Accuracy at 95 percent confidence level."

The metadata records shall conform to the Content Standards for Digital Geospatial Metadata (FGDC-STD-OO 1-1998) as published on May 1, 2000 by the FGDC, or to any format that supersedes it as determined by the FGDC.

- All products will be delivered complete and in their entirety in all four coordinate systems (parameters and PRJ files shall be made available to the Consultant upon request):
 - NAD83 North Dakota State Plane Coordinate System, South Zone, US Foot, adjusted in 1996 (NAD 83/96)
 - Fargo Ground Coordinates
 - Minnesota State Plane Coordinate Systems: NAD(83) MN Clay County Coordinate System
 - NAD(83) (1996) MN Clay County Coordinate System

Table 2: List of all deliverable file formats by product for each coordinate system

Product	File format
LiDAR - Classified LAS files	Section (One Square Mile) *.las
1 Foot Contours	Quarter-Section *.dwg
3D 1 Foot Contours	Project-wide Feature Class *.gdb
3D Attributed Break Lines	Project-wide Feature Class *.gdb
DEM - 10 FT Floating Point Grid	ESRI Float Grid *.flt
Orthoimagery	Quarter-Section *.tif & *.tfw
Building Footprint Polygons	Project-wide Feature Class *.gdb
Pavement Edge Lines	Project-wide Feature Class *.gdb
Individual MrSIDs	Section (One Square Mile) *.sid
Project-wide MrSID	*.sid
Project-wide imagery mosaic	*.ecw
Impervious Surface Polygons	Project-wide Feature Class *.gdb

Table 3: Matrix of deliverable products by participating agency in square miles:

Agency	0.5 foot pixel ortho-imagery	LiDAR *.las	1 Foot Contours	Planimetric Building Footprints	Planimetric Paving Edges	Impervious Surface Update	Impervious Surface New
Fargo	67.75	67.75	67.75	67.75	67.75	57.75	0
West Fargo	12.00	12.00	12.00	12.00	12.00	0	0
Clay County	67.00	0	0	67.00	67.00	0	0
Moorhead	42.75	42.75	42.75	42.75	42.75	18.25	5.25
Dilworth	6.25	0	0	6.25	6.25	0	0
Diversion Authority	363.75	363.75	363.75	363.75	363.75	0	0

3. Available Information

The following resource data/information is available for use by the Consultant for most of the project area:

- i. Digital plat and parcel base maps.
 - ii. PLSS Sections and Quarter Sections in an ESRI file geodatabase or shapefile format.
 - iii. ESRI Projection files (*.prj) for all the coordinate systems.
 - iv. Ground Control from 2014 Aerial and LiDAR Project in ESRI file geodatabase or shapefile format.
 - v. Existing LiDAR points in LAS format and 1-foot contour AutoCAD drawings and 1-foot contour feature class in a file geodatabase format.
 - vi. Street centerlines in an ESRI file geodatabase format.
- i. Existing City of Fargo and City of Moorhead Impervious Surface feature class in an ESRI file geodatabase format. These feature classes must be referenced by the Consultant in order to categorized features as new, modified, or existing, as described in the Scope of Work in this RFP. Existing building footprint features class in an ESRI file geodatabase format. This must be referenced by the Consultant in order to categorized features as new, modified, or existing, as described in the Scope of Work in this RFP.

V. IMPLEMENTATION SCHEDULE

1) **Consultant Selection**

Advertise for Consultant Proposals	October 24, 2016
Due Date for Proposal Submittals (by 4:30 pm)	November 14, 2016
Review Proposals/Identify Finalists	November 15 – November 22, 2016
Interview Finalists/Contract Negotiations	(week of) December 5, 2016
Metro COG Board Approval and Contract Execution	December 15, 2016
Notice to Proceed	One day following a signed contract

2) **Project Development (major milestones)**

- December 2016/January 2017 – begin project development
- March/April 2017 – imagery flight for acquisition
- August 2017 – completed orthophoto imagery
- October 2017 – completed planimetrics and contour maps
- December 2017 – final approval and project completion

VI. EVALUATION AND SELECTION PROCESS

1. **Selection Committee.** The Client has established a selection committee to select a Consultant. The committee consists of city and county officials from within the Fargo-Moorhead metropolitan area.

The Consultant selection process will be administered under the following criteria:

- 15% - The Consultant's past experience with similar types of activities
- 15% - Understanding of project objectives
- 20% - Past performance on other projects
- 25% - Technical and management approach to the project
- 25% - Expertise of technical and professional staff assigned to the project

The selection committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. The oral presentations will be followed by a question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected on or before December 15, 2016 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Client.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in

said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Consultant. The Client reserves the right to award a contract to the Consultant that presents the proposal, which, in the sole judgement of The Client, best accomplishes the desired results.

The RFP does not commit The Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of The Client.

VII. PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of firms seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Services.

The Client is asking qualified Consultants to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

1. Introduction.

Provide the following information relative to your firm:

- a. Firm name and business address, including telephone number and FAX number if available.
- b. Year established (include former firm names and year established, if applicable)
- c. Type of ownership and parent company, if any.
- d. Project manager's name, mailing address, and telephone number, if different from Item a. Include a summary of the Project manager's relevant experience and qualifications.
- e. Any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.

2. Administrative Questions.

In your response to each of the following questions, please cite the question before each answer.

- a. Who will serve as the authorized negotiator? Provide name, title, address, and telephone number of your authorized negotiator. The person cited shall be empowered to make binding commitments for the responding Consultant.
- b. Provide a summary of the workload and manpower to define Consultant's ability to meet the project timeline.

3. Summary of Technical Process.

Describe the technical approach that will be used to satisfactorily achieve the required services on this project. Completely describe your technical approach including all

aspects of technical analysis, projections and transformations, software and hardware, and the type of equipment and methodology used for this project. Provide .tif samples of aerial photography, 1 foot contours, and planimetric data previously prepared by your firm at the scales & resolutions proposed for this project or that is deemed comparable to this project.

4. Project Staff.

Provide a complete project staff description in the form of a graphic organization chart, and a staff summary that addresses individual roles and responsibilities. Variance from these commitments must be requested in writing from the Client and reviewed/approved in terms of project schedule impact.

5. Similar Project Experience.

Provide descriptions of other orthoimagery and/or LiDAR projects that are completed or currently under contract.

6. References.

Provide references of three clients for whom similar work has been completed. Reference information must contain at least the following information:

- Agency/Organization Name & Address
- Contact Person/Phone Number
- Project Title/Project Location
- Project Duration (Start Date - Finish Date)
- Population & size (in square miles) of the Project area
- Brief description of work performed, including area covered, mapping scale, standards used, and digital orthoimagery products

Attachments. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

- Exhibit A - Cost Proposal Form (as identified on page 26)
- Exhibit B - Debarment of Suspension Certification
- Exhibit C - Certification of Restriction on Lobbying

VIII. SUBMITTAL INFORMATION

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to the Project Manager as defined below:

David Burns
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
burns@fmmetroco.org

All proposals received by **4:30 p.m. on Monday, November 14, 2016** at the Client's office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit seven (7) hard copies and one Adobe Acrobat (.pdf) copy of the proposal.

The Consultant may ask for clarifications of the RFP by submitting written questions to the Project Manager identified above. Questions regarding this RFP must be submitted no later than Monday, November 7, 2016. No response will be given to verbal questions. The Client reserves the right to decline a response to any question if, in the Client's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

IX. GENERAL RFP REQUIREMENTS

1. **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. The Client may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If the Client is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
2. **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for the Client must have a current audit rate no older than 15 months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for the Client projects until the requirement is met. Firms that have submitted all the necessary information to The Client and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant

Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**

3. **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attached signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal.
4. **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
5. **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, The Client supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within 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 shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
6. **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
7. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the NDDOT Consultant Administration Services Procedure Manual, which includes prequalification of Consultants. Copies of the Manual may be found at www.fmmetrocog.org or at www.dot.nd.gov.

X. CONTRACTUAL INFORMATION

1. The Client 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. The Client will not pay for any information contained in proposals obtained from participating firms.

2. The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
3. Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
4. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client 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.
5. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any the Client requirements for agreements and contracts.
6. 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 Client.

XI. PAYMENTS

The selected Consultant will submit invoices for work completed to the Client. Payments will be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in Task 0, have been completed to the satisfaction of the Client.

XII. FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18. Cost eligibility/requirement will be subject to 48 CFR 31.2.

XIII. TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual (“contractor”) requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- a. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department

of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

- b. **Nondiscrimination.** The Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations to the Client and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- d. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Client or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Title VI Provisions. The Contractor shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as Metro

COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIV. TERMINATION PROVISIONS

The Client reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XV. LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of the Client and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and Metro COG in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI. CONFLICT OF INTEREST

No Consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall not have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Client or in any way

compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII. INSURANCE

The successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

Exhibit A - Cost Proposal Form

Cost Proposal Form - Include completed cost form (see below) in a separate sealed envelope - labeled “**Sealed Cost Form - Vendor Name**” and submit concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by the Client upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

		Area (Square Miles)	Unit Cost	Total
1.	Color Digital Ortho Imagery	559.50	_____	_____
	<ul style="list-style-type: none"> • 0.5 Pixel Resolution • Ground Control with Checkpoints • DEM for photo control • Resampled resolution pyramid • Compressed MrSID Tiles • TIFF (with world file, AutoCAD compatible) Tiles • Multiple coordinate projections • Project wide mosaics in MrSID and ECW format 			
2.	Elevation/Contour Mapping	486.25	_____	_____
	<ul style="list-style-type: none"> • 1.0' Contour • AutoCAD and File Geodatabase format • NAVD88 • Breaklines • Edge matched • DEM Floating Point Grid • Multiple coordinate projections • LIDAR <ul style="list-style-type: none"> ➤ Mass point data in .LAS format ➤ Separated surface and canopy data ➤ Proprietary Software as needed 			
3.	Planimetric Compilation Updates	559.50	_____	_____
	<ul style="list-style-type: none"> • Building Footprint and Pavement Edge 			
4.	Impervious Surface Polygons	81.25	_____	_____
	<ul style="list-style-type: none"> • Impervious surface feature class updates • Impervious surface feature class new 		76.00 Square Miles 5.25 Square Miles	
	Grand Total		_____	_____

Exhibit B - Debarment of Suspension Certification

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____ / ____ / ____

Name & Title of Contractor's Authorized Official _____

Exhibit C - Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)
behalf of _____ that:
(Name of Bidder / Company Name)

- 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, and 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.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 was 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 31 U.S. Code 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned 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. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)