

**RFP 29-11**

City of Concord, New Hampshire

Purchasing Division

**REQUEST FOR PROPOSALS**

**PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY  
PHOTOGRAMMETRIC MAPPING**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING SERVICES DIVISION**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: MARCH 17, 2011 NOT LATER THAN 2:00 PM  
NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME: MARCH 3, 2011 AT 10:00 AM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm or organization to produce citywide topographic and planimetric data from aerial imagery using photogrammetric mapping techniques.

An overview and detailed specifications are provided later in the project Scope of Work Section.

Proposals must be received **not later than 2:00 PM on March 17, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

### "RFP 29-11

### PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY PHOTOGRAMMETRIC MAPPING"

Competitive solicitations for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 29-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

A non-mandatory pre-proposal meeting shall be held on **March 3, 2011 at 10:00 am** in City Council Chambers, 37 Green Street (2<sup>nd</sup> Floor), Concord, NH 03301.

**All proposals received will be considered confidential and not available for public review until after a contractor has been selected.**

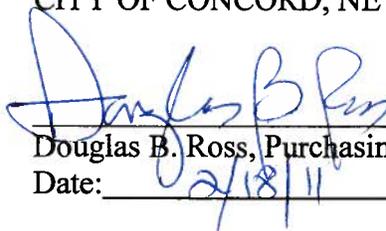
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

**All Request-for-Proposals' are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:**

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord, NH 033301	603.225.8530 603.230.3656(fax)	<a href="mailto:purchasing@concordnh.gov">purchasing@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow, NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester, NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester, NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 2/18/11

**PROPOSAL DUE DATE/TIME: MARCH 17, 2011 NOT LATER THAN 2:00 PM**  
**NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME: MARCH 3, 2011 AT 10:00 AM**

## GENERAL TERMS AND CONDITIONS

### 1. PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form, or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager no later than **seven (7) calendar days** before the RFP due date to be considered. Any changes to the RFP will be provided to all Proposers of record.

The Proposer shall not divulge, discuss, or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates, or gratuities permitted with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The proposer may be required to supply proof of compliance with proposal specifications. All costs for such proof, or certificates of compliance, shall be the responsibility of the proposer.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.**

**Each shipment shall be identified by Purchase Order and/or RFP number, commodity description, and packing list. All items, packages, etc., shall have clearly identifiable external markings or tags for ease of identification.**

2. **SUBMISSION OF PROPOSALS:**

Proposals must be submitted as directed in the RFP, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

3. **WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed, or telegraphic request of the Proposer to the Purchasing Manager. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

4. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:**

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

5. **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

6. **PROPOSAL RESULTS:**

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

7. **TIE PROPOSALS:**

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform, and quality, the award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is

considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

#### 8. LIMITATIONS:

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

#### 9. PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

#### 10. AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical, and professional qualifications, skills, and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

The contract will be awarded to a responsive and responsible proposer based on the qualifications, experience, and work plan of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe for providing the requested service, and the proposer's fee/price proposal. **See the Instructions for Proposers and Figure 3 for more details concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified with demonstrated experience in the type of projects requested herein and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information, and/or errors in the proposals submitted and reserves the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in

the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

11. MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

12. CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the City.

13. CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the RFP and any amendments thereto, and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

14. INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only with 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement, and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, shall include: workers' compensation insurance and unemployment compensation insurance as required by the laws of the State of New Hampshire, and automotive liability insurance, and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, under the direction of, or control of the City for any purpose whatsoever.

15. WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of Title XXIII, Chapter 281-A, Section 281-A: 2 with close attention to sections VI.(a), VI.(c) and VII.(a) as well as Section 281-A:4.

16. EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

17. APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful proposer, the City shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

18. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

19. DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire, or the Federal Government.

20. DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No

action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

21. TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs, and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

22. TERMINATION OF CONTRACT FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents, and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

23. PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A:2-312 (3). (Uniform Commercial Code).

24. OWNERSHIP OF REPORTS:

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

25. ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as

the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

26. DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

27. INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions, and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage, a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**All invoices must reference a valid City of Concord Purchase Order Number.**

28. PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence as required by the City.

a. Retainage: There will be no retainage on this project.

29. PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

30. TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

31. FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

32. ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City. Sub-contractor information, including name, address, and qualification, shall be submitted with the proposal. The City will use the same evaluation procedure to evaluate the principal proposers and the sub-contractors.

33. EXCLUSIVITY:

This contract will be for the goods/services described above, however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

34. PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material, and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

35. AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records, and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

36. INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine whether the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

37. GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the City.

38. FORCE MAJEURE:

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, or other act of God.

39. NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

40. SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

41. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision and clause required by law to be inserted in this RFP and any subsequent Contract shall be deemed to be inserted herein and this RFP and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the RFP and/or Contract shall forthwith be physically amended to make such insertion or correction.

42. DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

43. NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

44. DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, consultants, offerors, bidders, contractors, or any person or firm responding to a Request for Proposals.

45. GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## SCOPE OF WORK

### 1. PROJECT AREA

The project area includes the entire City of Concord as illustrated in Figure 1. Concord is the state capital of New Hampshire and comprises approximately 67.4 square miles of land area. The City has an estimated population 42,258 in 2009. There are 217 miles of city maintained roads and 69 miles of State maintained roads in the City.

### 2. PROJECT BACKGROUND

This topographic and planimetric mapping project is a continuation of the citywide aerial photography acquisition project completed in the spring of 2010 under the United States Geological Survey (USGS) Contract G10PC0026. By participating in the six-inch resolution buy-up program offered by the USGS/NHDOT statewide aerial flyover project, the City received 6-inch resolution ortho-rectified imagery and the original stereo pair imagery along with all flight diagram, camera, airborne GPS control, supplemental ground control, and aerotriangulation data. The Statement of Work and Technical Specifications of this aerial photography project can be found in the attached "TASK ORDER DETAIL" of USGS Contract G10PC0026.

The City's last aerial flyover project was completed in the spring of 2000. The project produced 1-foot resolution ortho imagery, 2-foot interval contours with spot elevations, and 100-scale accuracy planimetric data. The City's utility infrastructure data was developed and has been maintained by a combination of record drawing conversion, plan conversion, and GPS data collection work. The City also maintains up-to-date property boundary, street centerline, address, sidewalk centerline, street pavement condition, roadway sign, and new building structure data.

### 3. GENERAL SCOPE OF WORK

The City is seeking a contractor to develop new citywide topographic and planimetric mapping from 6-inch resolution aerial imagery acquired in the spring of 2010 with the USGS/NHDOT statewide aerial photography project. The anticipated scope items for this project include:

- Ground Control and Aerial Triangulation
- Planimetric Mapping
- Topographic Mapping

The Planimetric Mapping task will compile hydrographic and impervious features that meet ASPRS Class 1 accuracy standards for 1"=100' scale mapping.

The Topographic Mapping task is anticipated to create 2-foot interval contours after compilation of digital terrain models. The topographic data shall meet ASPRS Class 1 accuracy standards for 2-foot interval contours and spot elevations.

Final planimetric and topographic mapping data shall be delivered to the City in AutoCAD 2008 and ESRI Geodatabase 9.3 format.

The planimetric and topographic data to be captured are grouped into six categories. Categories 1 through 4a are base categories. Categories 4b through 6 are optional categories. The proposal shall include an itemized price quotation for Option 1 items and a separate quotation for Option 2 items. Figure 2 delineates the selected topographic mapping areas in Category 4a. With this option, the total mapping area is reduced to approximately 45 square miles.

**Planimetric mapping feature layers:**

Category	Option 1	Option 2	Layers
1	x	x	Pavement layers – street pavement edges, driveways, parking lots, sidewalks.
2	x	x	All visible surface water features.
3	x	x	New building layer based on higher resolution imagery, including buildings, foundation, tanks, swimming pools, accessory buildings.
4a	x		New topographic mapping at selected development areas only, blending with 2000 DTM and contours.
4b		x	Topographic mapping to produce new citywide DTM and 2-foot interval contours.
5		x	Misc. land features – poles, stonewalls, retaining walls, fences, private walks, patios, dams.
6		x	Utility features – Transmission lines and poles, cell towers, electricity substations.

**4. PRE-PROPOSAL MEETING**

A non-mandatory pre-proposal Q & A meeting is scheduled for March 3, 2011 at 10:00 am. This meeting will be held in City Council Chambers, 37 Green Street (2<sup>nd</sup> Floor), Concord, NH 03301. Attending the meeting is voluntary. Answers to all proposers' questions will be posted on the City website as an addendum to the RFP.

**5. MINIMUM PERFORMANCE CRITERIA**

The work shall conform to the following minimum performance criteria:

- All mapping shall meet ASPRS Class 1 Accuracy Standards and National Map Accuracy Standards for 1"=100' scale mapping.
- Photogrammetric project work will be accomplished under the direct supervision of a photogrammetrist certified by the American Society of Photogrammetry and Remote

Sensing (ASPRS). The photogrammetrist shall make maximum utilization of his/her professional experience to select the techniques or methods conducive to superior results.

- All survey work shall conform to the State of New Hampshire Board of Licensure's Code of Administrative Rules for the practice of land surveying in New Hampshire and the New Hampshire Land Surveyors Association's Ethics and Standards. Ground control survey for the project must be accomplished under the direct supervision of a Licensed Land Surveyor registered to practice in the State of New Hampshire.
- Horizontal datum shall be the New Hampshire State Plane Coordinate System NAD83 (feet).
- Vertical datum shall be the North American Vertical Datum of 1988 (NAVD88).

## 6. DETAILED SPECIFICATIONS

This section describes detailed specifications and requirements applicable to each project task:

### 6.1 Ground Control and FAAT

The contractor shall be responsible for establishing and surveying both horizontal and vertical control required to create topographic and planimetric data that meets ASPRS Class 1 standards for 1"=100' scale mapping and 2-foot interval contours. If airborne GPS provided by the USGS/DOT contractor is not adequate to produce data of required accuracies, the contractor shall state the estimated number of ground control points that will be acquired in the proposal. It is the responsibility of the contractor to determine the optimal number and location of control points to achieve the accuracy and precision required for this project.

Basic horizontal control survey shall originate on positions that have been established by the National Geodetic Survey or the State of New Hampshire. All horizontal control for this project shall be at least Second-Order, Class I accuracy. All vertical control established shall be at least Third-Order accuracy.

Fully Analytical Aerotriangulation (FAAT) shall be used to expand control. All triangulation measurement and computation must be performed on a softcopy photogrammetric workstation. A complete solution must be performed by a licensed photogrammetrist.

The contractor shall provide the City with a ground control report that contains survey methods, computations, field notes/photos, and control diagrams along with other applicable deliverables as outlined in the Deliverable Products section.

### 6.2 Planimetric Mapping

Planimetric feature layers will be compiled digitally using analytical stereo photogrammetric methods. All mapping shall comply with National Map Accuracy and ASPRS Class 1 standards for 1"=100' scale mapping.

The analytical stereo plotters used must be capable of direct digital capture and must be calibrated correctly. Heads up digitizing and post compilation digitizing of graphic compilation will not be permitted.

The contractor shall compile all planimetric layers specified in Table 1. Driveways and parking lots shall be automated as polygons and should not interrupt the continuous lines that define edge of pavement. If more than one line feature is coincident with another line feature, the contractor shall compile features as coincident lines.

All point, line, and polygon features shall be constructed as topologically correct geometries in ESRI geodatabase format that will allow the City to easily integrate the layers with existing GIS layers.

All feature layers must be delivered as seamless citywide layers. A tiling system approved by the City may be used to facilitate the pilot area map and check plot production.

The city is willing to discuss alternative options for the purpose of reducing cost, including limited data collection to collect changed features only, or mapping a reduced set of features.

### 6.3 Topographic Mapping

The Contractor will develop topography in the form of 2-foot contours and spot elevations for the project area. Topographic contours shall be generated from either a Digital Terrain Model (DTM) or through direct stereo photogrammetric compilation methods. All topographic data must meet ASPRS Class 1 accuracy standards for 2-foot interval contours. In addition, the DTM, including break lines and mass points, should be compiled and delivered in AutoCAD and ESRI geodatabase format.

Contours shall be continuous and shall conform to the database design outlined in Table 2. Where contours intersect with buildings, the contour line shall continue through the building. The section of contour that resides inside the building shall be “cut out” and placed on a separate layer as described in Table 2. Contours shall be depicted on all planimetric check plots.

- a. Contours shall be divided into two main groups, Index Contours and Intermediate Contours. Where appropriate, contours shall be assigned an additional classification of Hidden, Obscure, or Depression.
- b. Obscure contours shall be used in places where the vegetation is dense and it is not possible to establish ground elevation to within the specified accuracy. Obscure Contours should also be used in areas where the ground is obscured due to the slope of the ground surface on the aerial photography.
- c. Contours that are created and fall within building footprints or under a bridge are Hidden Contours.

- d. A DTM containing breaklines and spot elevations shall be compiled using a softcopy stereo workstation. All spot elevations shall be specified to the nearest one tenth of a foot. The placement of labels shall be such that they are clearly legible.
- e. The limiting RMS for elevations derived at well-defined locations shall be one-third the selected contour interval. Spot elevations that are shown shall possess a limiting RMS error of one-sixth the contour interval. Accuracy standards shall apply irrespective of the method used to generate contours.

The City is willing to discuss alternative options for reducing cost including using the DTM from last citywide flyover in unchanged areas. Using LIDAR data from the USGS or the NGA may also be an alternative if equivalent accuracy can be reached.

#### 6.4 Pilot Area and Progress Reports

In order to assure that all deliverables will meet the specified requirements, a pilot project will precede the creation of the citywide topographic and planimetric mapping. The Contractor shall complete a pilot project consisting of two maps and the proposed geodatabase design. The Contractor shall then meet with the City to review the pilot project. The purpose is to test all production methodologies and establish successful procedures to follow through the remainder of the project. Database design, check plot tiling, and map sheet design will be finalized during the pilot project period.

The Contractor shall also provide monthly progress reports noting what has been accomplished during the reporting period.

### 7. DELIVERABLE PRODUCTS

#### 7.1 Metadata

All GIS deliverables shall have Federal Geographic Data Committee (FGDC) compliant metadata in geodatabase format or XML format readable within ArcCatalog.

#### 7.2 Ground Control and FAAT

- a. A point layer of ground control points along with attributes containing X, Y, Z coordinates and other information shall be delivered in ESRI geodatabase format.
- b. A listing of all horizontal and vertical checkpoints and pass points shall be provided.
- c. All field notebooks, information, data, and relevant computations shall be provided.
- d. Swing-tie sketches of all control points shall be provided.
- e. A Comprehensive AT solution table and report shall be provided at the completion of the aerotriangulation step.

- f. A detailed description of equipment and methods used in the control survey work shall be provided.

### 7.3 Pilot Project

- a. Two map sheets of the pilot project shall be provided.
- b. GIS data and CAD data of the pilot project area shall be provided.

### 7.4 Check Plots

The Contractor shall provide 1"=100' scale paper plots of all planimetric and topographic features identified for QC purposes. The City will use these to provide comments and corrections to the Contractor. The Contractor will be responsible for the development of the title block, with approval by the City. Preliminary digital data should be delivered along with the check plots to facilitate the quality check.

### 7.5 Planimetric Data

All planimetric feature layers listed in Table 1 shall be delivered in ESRI geodatabase format on a CD, DVD, or other portable media.

### 7.6 Topographic Data

2" interval contour and spot elevation data shall be delivered in both AutoCAD and ESRI geodatabase format. GIS data shall be seamless layers. AutoCAD data may be tiled to form manageable file sizes. The DTM shall be delivered in AutoCAD and ESRI geodatabase format.

**Table 1  
City of Concord Planimetric Data Specification**

**Building Features**

<b>Description</b>	<b>Sub-Type</b>	<b>Feature Type</b>	<b>Comments</b>
Buildings General	BLDG_GEN	Polygon	All residential, commercial, industrial and institutional
Out Buildings	BLDG_OUT	Polygon	Out buildings such as sheds, detached garages, carports, etc.
Mobile Homes	BLDG_MH	Polygon	All visible mobile homes
Swimming Pools	BLDG_POOL	Polygon	All visible pools; Must contain field to discern above ground vs. in-ground
Docks and Piers	DOCKS	Polygon	All visible docks/piers
Foundations	BLDG_FDN	Polygon	All visible foundations and ruins
Decks and Porches	BLDG_DECK BLDG_PORCH	Polygon	All visible decks/porches
Canopies	BLDG_CANOPY	Polygon	All visible canopies
Tanks	BLDG_TANK	Polygon	All water, gas, and other tanks

**Hydrographic Features**

<b>Description</b>	<b>Sub-Type</b>	<b>Feature Type</b>	<b>Comments</b>
Rivers	HYDRO_RIVER	Line/Polygon	Collect all rivers
Streams and Brooks	HYDRO_STREAM	Line/Polygon	All visible streams and brooks
Ponds and Lakes	HYDRO_LAKE	Polygon	Closed, permanent bodies of water
Intermittent Streams	HYDRO_STREAM _INT	Line	Visible intermittent streams

**Table 1  
City of Concord Planimetric Data Specification (cont.)**

**Transportation Features**

<b>Description</b>	<b>Sub-Type</b>	<b>Feature Type</b>	<b>Comments</b>
Street and Pavement Edge	RD_EDGE_PAVED RD_EDGE_UNPAVED RD_PAVED RD_UNPAVED	Line Line Polygon Polygon	All paved and unpaved edges of street pavement including alleys. Pavement edges must be continuous and should not break at driveways, parking lots, or other features.
Curb Lines	RD_CURB	Line	All curb lines. Lines must be continuous and should not break at driveways, etc.
Sidewalk-Public	RD_SDWLK	Polygon	Front and Back of sidewalk. If front of sidewalk is coincident with curb or road features, road features take precedent.
Parking Areas	PARKING_PAVED PARKING_UNPAVED	Polygon	Identify all areas having more than 5 parking spaces. Attribute table must have field to discern Paved vs. Unpaved.
Driveways	DRIVE_PAVED DRIVE_UNPAVED	Polygon	Identify all public and private driveways. Attribute table must have field to discern paved vs. unpaved.
Airport	AIRPORT	Polygon	Concord Airport paved area.

**Additional Planimetric Features in Option 2**

<b>Description</b>	<b>Sub-Type</b>	<b>Feature Type</b>	<b>Comments</b>
Utility Poles	UTIL_POLE	Point	All visible utility poles
Stone Walls	STONE_WALL	Line	
Retaining Walls	RET_WALL	Line	
Detention Basins	DET_BASIN	Polygon	Retention, detention ponds, treatment swales
Fences	FENCE	Line	Fences and property boundary hedges
Private Walkways	PRV_WALK	Polygon	Off-street walkways, paths, and ramps
Patios	PATIO	Polygon	
Dams	DAM	Polygon	
Transmission Lines	TRANS_LINE	Line	
Transmission Poles	TRANS_POLES	Point	
Cell Towers	CELL_TOWER	Point	
Electricity Substations	ELEC_SUB	Polygon	
Guardrails	GUARDRAIL	Line	
Smoke Stacks	SMOKESTACK	Point	

**Table 2  
Concord Topographic Data Specification**

**Topographic Data**

<b>Description</b>	<b>CAD Layer</b>	<b>Feature Type</b>	<b>GIS Attribute</b>
Index Contour	INDX	Line	X
Index Contour Depression	INDX_D	Line	XD
Index Contour Obscure	INDX_O	Line	XO
Index Contour Depression Obscure	INDX_DO	Line	XDO
Hidden Index Contour	INDX_H	Line	XH
Hidden Index Contour Depression	INDX_DH	Line	XDH
Hidden Index Contour Obscure	INDX_OH	Line	XOH
Hidden Index Contour Depression Obscure	INDX_DOH	Line	XDOH
Intermediate Contour	INT	Line	M
Intermediate Contour Depression	INT_D	Line	MD
Intermediate Contour Obscure	INT_O	Line	MO
Intermediate Contour Depression Obscure	INT_DO	Line	MDO
Hidden Intermediate Contour	INT_H	Line	MH
Hidden Intermediate Contour Depression	INT_DH	Line	MDH
Hidden Intermediate Contour Obscure	INT_OH	Line	MOH
Hidden Intermediate Contour Depression Obscure	INT_DOH	Line	MDOH
Index Contour Label	INDX_TXT	Annotation	INDX_TXT
Spot Elevation Marker	SPOT_ELEV	Point	SPOT_ELEV
Spot Elevation Label	SPOT_TXT	Annotation	SPOT_TXT

## INSTRUCTIONS FOR PROPOSERS

### 1. PROPOSAL PREPARATION

In order to facilitate evaluation of the Proposal Statements, the proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals.

#### a. Company Background Material

Information concerning the background, experience, and reputation of the consultant which is felt to be pertinent.

#### b. Ability to Perform

Provide a statement of understanding of the City's request for photogrammetric mapping services using aerial photography.

#### c. Local Knowledge

The proposer should demonstrate their familiarity with the City of Concord, and/or other New England municipalities.

#### d. Experience

Provide a list of municipal photogrammetric mapping projects which are considered identical or similar in scope of services discussed herein.

The list should include:

- Project title;
- Contract duration including the completion dates of key tasks;
- Summary of services performed;
- Contract amount; and
- Contact information which may be used for verification of all submitted information.

In addition, list any photogrammetric mapping projects that you are currently committed to and provide their timelines.

**Three references from projects of similar scope of services are required.**

#### e. Project Approach and Quality Assurance Procedure

Describe the methods that will be used in establishment of vertical and horizontal control, stereo compilation, and data collection steps of this project. Identify previous projects of similar scopes for which the same approach has been successfully used.

Describe the procedures you will use to ensure the quality of compiled topographic and planimetric data.

f. Work Program and Project Schedule

The Consultant shall submit a detailed project work program broken down by tasks, including number of hours budgeted for each task.

g. Professional Staff And Project Management Capabilities

Individuals who will be assigned to work with the City will be identified, and a copy of each of their resumes will be provided. A Project Manager shall be identified who will serve as the City's principal contact person and liaison with the Consultant for the duration of the contract.

Resumes will be included of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

h. Availability of Software and Hardware Resources

Provide a list of software and hardware resources available for the duration of the proposed project.

i. Compensation

For each of the task items outlined in the scope of work above, estimate the level of effort, including the number of hours budgeted for all direct and sub-contractor labor.

The Consultant shall submit a fee proposal **under separate cover** consistent with the work program broken down by tasks. The proposal shall include a firm fixed fee for services. **The fee proposal shall not be opened until after all proposals have been reviewed and evaluated and a CONSULTANT has been chosen for contract award.**

j. Signature

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

2. PROPOSAL AND FEE PROPOSAL SUBMISSION

In order to be considered responsive, proposals must be submitted in **one (1) original with five (5) identical copies** to Mr. Douglas Ross, Purchasing Manager, Finance Department, City of

Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The CITY must receive proposals **no later than 2:00 PM on March 17, 2011** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**RFP 29-11  
PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY  
PHOTOGRAMMETRIC MAPPING**

The fee proposal shall be submitted in one (1) original and one (1) identical copy a separate SEALED envelope marked,

**RFP 29-11  
PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY  
PHOTOGRAMMETRIC MAPPING  
FEE PROPOSAL**

The Fee Proposal shall not be opened until after all proposals have been reviewed and evaluated and a CONSULTANT has been chosen for contract award. Fee Proposal must be submitted in the same format as outlined on Page 15, Scope of Work, Section 3, General Scope of Work. If the CONSULTANT'S fee proposal exceeds the City's budget for this project the CONSULTANT and the City shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the City's budget then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

**3. EVALUATION GUIDELINES**

The RFP requests proposers to submit a well-defined package outlining historical information related to capabilities, experience, and past performance on specific issues pertinent to the City of Concord photogrammetric mapping project. Project team organization, key project team members, individual team history, and current workload will be required. The goal of the evaluation of the RFP is to select top ranked teams based on their experience in specific areas that are important for this project. Consultants may be required to give an oral presentation to the CITY'S Selection Committee or to otherwise provide clarifying information needed to properly evaluate qualifications.

The Selection Committee shall take into consideration the following criteria as they apply to the project:

- a. Understanding of project purpose
- b. Meets stated requirements
- c. Past Performance: Evaluate past performance on completed projects.

- d. **Similar Work Type Experience:** Consider experience that clearly demonstrates that the consultant has performed photogrammetric mapping projects of the same type, scope, and complexity as the advertised project.
- e. Current workload.
- f. **Time Delays on Past Projects:** Timely completion of past projects.
- g. Experience of key personnel
- h. Consultant's organization and regional experience.
- i. Project approach and quality assurance procedure.
- j. Work plan and schedule.

## **PROPOSAL SUBMISSION CHECKLIST**

In order to be considered responsive, each prospective consultant must submit the following documents, in **one (1) original and five (5) identical copies** as part of his/her proposal:

1. Proposal Statement (see Instructions for Proposers and Scope of Services).
2. Fixed Fee for Services (**submitted in a separate sealed envelope in one (1) original and one (1) identical copy**).
3. Specifications Exception Form.
4. Alternate W-9 Form.
5. City of Concord Indemnification Agreement.
6. Statement of Non-Collusion
7. Certificate of Authority

**The successful contractor must submit, prior to contract signing, his/her firm's insurance certificate (Naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage.**

**CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Alternate Form  
**W-9** (rev 01/08)

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company - Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number -	Employer identification number -
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**RFP 29-11, PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY  
PHOTOGRAMMETRIC MAPPING**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP 29-11  
PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA BY  
PHOTOGRAMMETRIC MAPPING**

**Insurance Requirements for All Contractors**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- Garage Liability NA
- Garage Keepers Legal Liability NA

**Workers Compensation**

NH Statutory including Employers Liability  
- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above NA  
 Follow Form Umbrella on ALL requested Coverage

**Other**

- 1. Professional/Errors & Omissions \$1,000,000
- 2. Builders Risk – Renovation Form NA  
All Risk completed value form including Collapse  
Sublimit for Soft Cost Coverage
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) **The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 29-11

PROJECT: Production Of Topographic And Planimetric Data By Photogrammetric Mapping

CITY CONTRACT NO.: RFP 29-11

CONTRACT FOR: Production of Topographic And Planimetric Data By Photogrammetric Mapping

You are notified that your Proposal opened on March 17, 2011 for the above Contract has been considered and accepted for you to provide citywide topographic and planimetric mapping service in Concord, NH. All terms, conditions, specifications, and prices shall be in accordance with the **CITY'S** Request for Proposals (**RFP 29-11 Production Of Topographic And Planimetric Data By Photogrammetric Mapping and all addenda**) and the **CONTRACTOR'S** proposal.

The **CITY** shall pay to the **CONTRACTOR**, the not-to-exceed sum of:

\_\_\_\_\_ Dollars (\$) ).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage; and

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the CITY will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to CDD – ENGINEERING SERVICES

# AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the **“CITY”** and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called the **“CONTRACTOR”**.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and provide citywide topographic and planimetric mapping services for the **CITY** as detailed by RFP 29-11 and all addenda and the **CONTRACTOR’S** proposal response opened on March 17, 2011.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor, and other services necessary to provide the citywide topographic and planimetric mapping services.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** on \_\_\_\_\_. Completion time for this Agreement shall be \_\_\_\_\_.
4. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONTRACTOR**. This fixed fee shall be:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

5. The term **“CONTRACT DOCUMENTS”** means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP 29-11, DATED \_\_\_\_\_
  - (B) RFP 29-11 PROPOSAL RESPONSE, DATED \_\_\_\_\_
  - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE
  - (D) LETTER OF AWARD
  - (E) NOTICE OF AWARD
  - (F) AGREEMENT
  - (G) NOTICE TO PROCEED
  - (H) ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

The contract between the **CITY** and the **CONTRACTOR** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONTRACTOR’S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONTRACTOR** and such written clarification shall govern in case of conflict with the applicable requirements

contained in the RFP documents and the **CONTRACTOR'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **CONTRACTOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**

\_\_\_\_\_

**BY** \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 29-11

PROJECT: Production Of Topographic And Planimetric Data By Photogrammetric Mapping

CITY CONTRACT NO.: RFP 29-11

CONTRACT FOR: Production Of Topographic And Planimetric Data By Photogrammetric Mapping

\_\_\_\_\_  
(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than \_\_\_\_\_.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to: CDD, ENGINEERING SERVICES

City of Concord,  
New Hampshire



**Finance Department**

**PURCHASING DIVISION**

Combined Operations & Maintenance Facility

311 North State Street

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

www.concordnh.gov/Purchasing

Reference: RFP 29-11

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 29-11, Production Of Topographic And Planimetric Data By Photogrammetric Mapping) for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

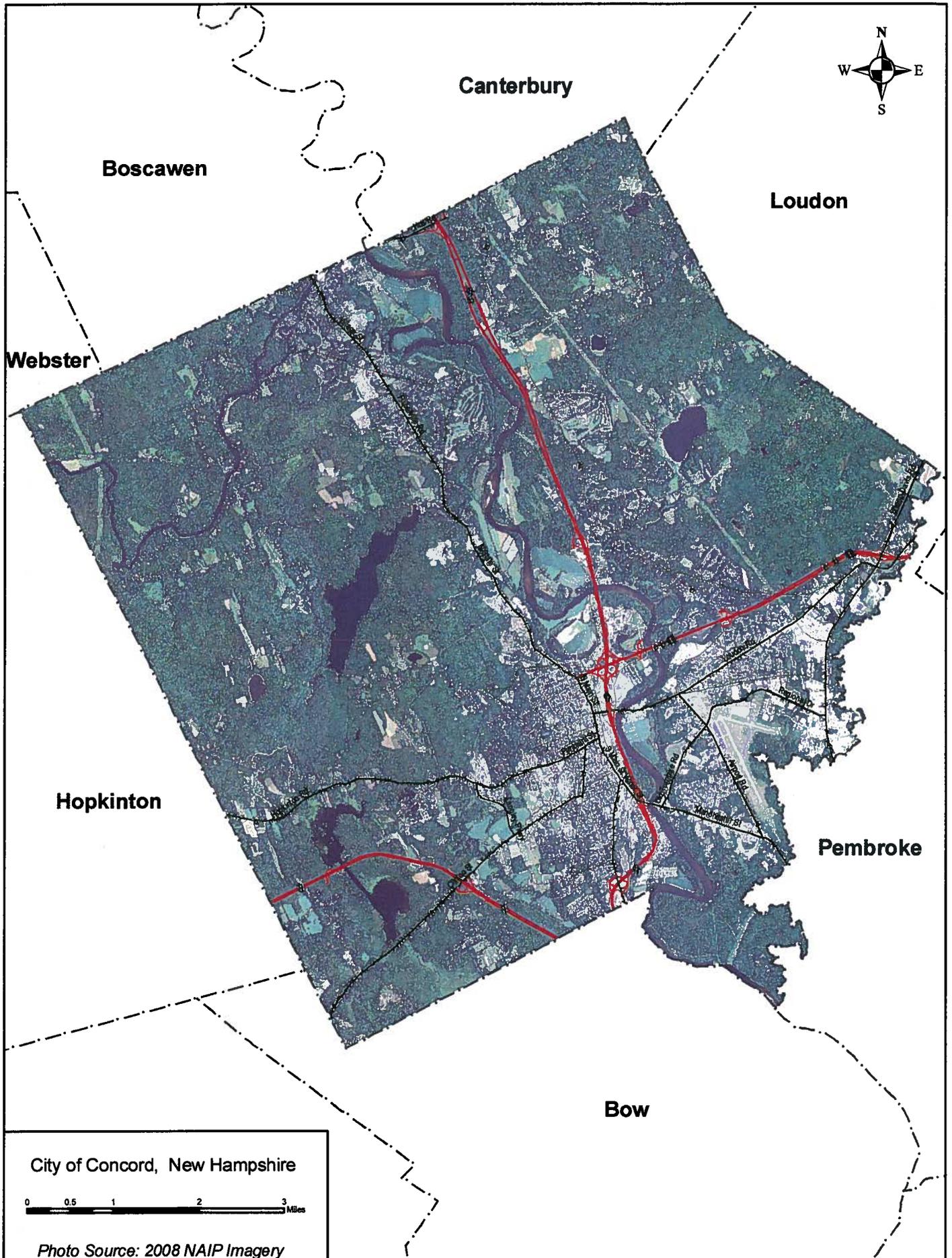


Figure 1 City of Concord Planimetric and Topographic Mapping Project Area.

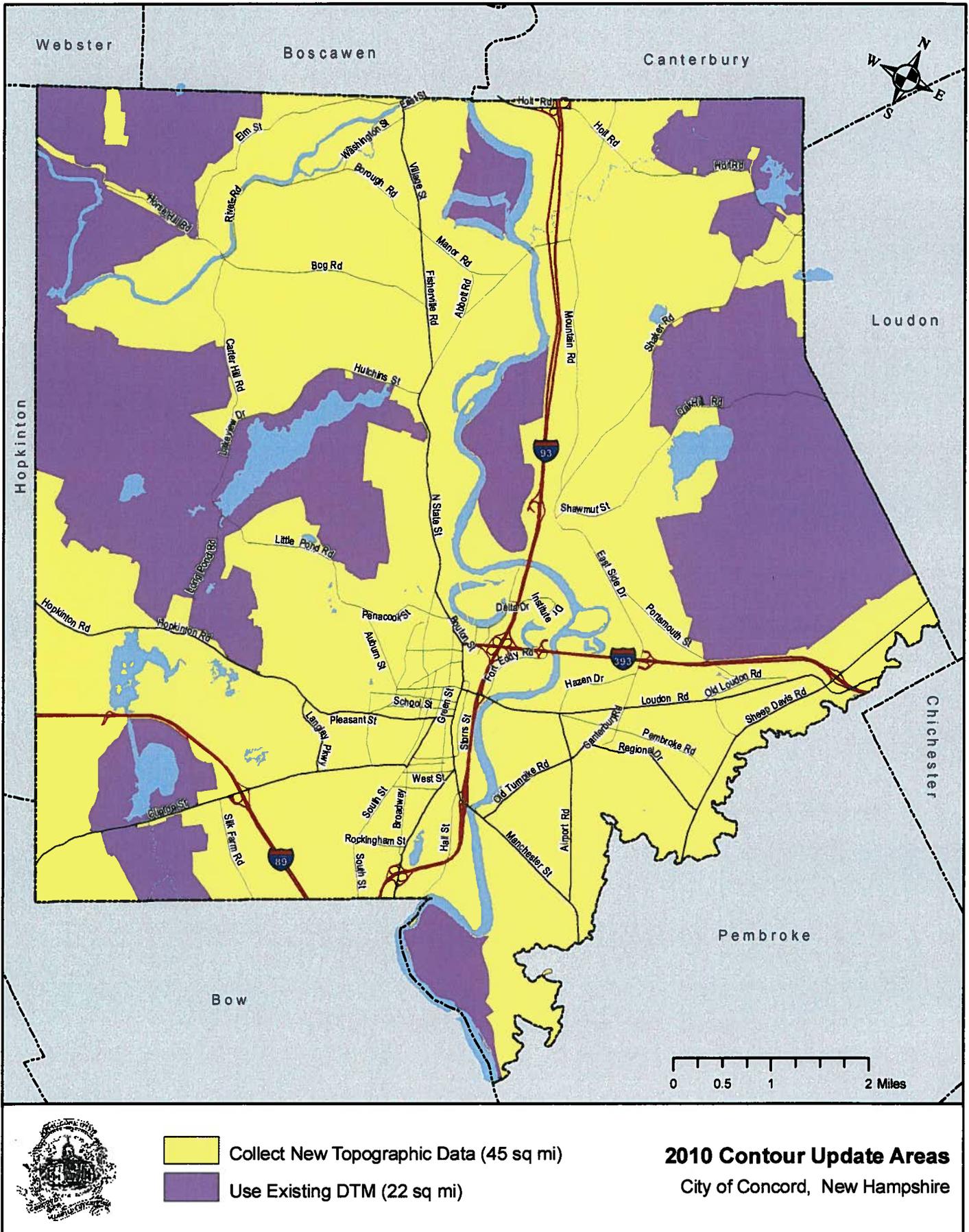


Figure 2 With Option 1 Category 4a, new topographic data will be collected in the selected areas only. Edge matching is required to merge the collected data with the existing DTM.

**FIGURE 3**

**PRODUCTION OF TOPOGRAPHIC AND PLANIMETRIC DATA  
BY PHOTOGRAMMETRIC MAPPING**

**PROPOSAL EVALUATION FORM**

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: RFP 29-11

DEPARTMENT/DIVISION: CDD, ENGINEERING SERVICES

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Submitted all Required Documents/Information	5		
Understanding of Project Purpose	10		
<u>Firm/Organization/Project Team:</u>			
Relevant Experience, Qualifications and Satisfactory Past Performance	20		
Strength and Experience of Professional Staff and Project Management Team	20		
<u>Project Approach/Ingenuity:</u>			
Project Approach and Quality Assurance Procedure	20		
Use of State-of-the-Art Technologies/Approach	10		
Work Plan and Schedule	15		
Total:			

**Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10**

**Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.**