



Grand Forks - East Grand Forks

METROPOLITAN
PLANNING ORGANIZATION

Digital Orthophotography
Grand Forks, ND and East Grand Forks, MN

Request for Proposals
for
Transportation Planning Services

February 2025

**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

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

Digital Orthophotography

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of \$55,000 dollars.

Interested firms should contact Teri Kouba at the MPO, 600 DeMers Avenue, East Grand Forks, MN 56721. Contact can also be done via phone 701-746-2660, or by email: teri.kouba@theforksmmpo.org

All proposals received by **March 20th, 2025**, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed fifty (50) pages (twenty-five (25) double-sided pages, if printed) including any supporting material, charts, or tables, except for the required inclusions provided in the RFP. Electronic proposals are preferred in doc or pdf format; however, they must be easily reproducible by MPO in black-and-white. If printed copies are sent, only five (5) should be sent and the MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal and are encouraged to use materials that are easily recycled. A sealed cost proposal must still be provided in hard copy by the noted due date. Submittals must be received no later than **March 20th, at noon (central time)**. Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

Teri Kouba
Senior Planner
Grand Forks – East Grand Forks MPO
600 DeMers Ave.
East Grand Forks, Minnesota 56721
teri.kouba@theforksmmpo.org
Phone: 701-746-2660
Direct Line: 218-399-3372
Cell: 701-610-6582

Once submitted, the quotes become the property of MPO.

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**REQUEST FOR PROPOSALS FOR
TRANSPORTATION PLANNING SERVICES**

I. Purpose of Request

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

Digital Orthophotography

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

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

II. General Instructions

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

**Teri Kouba
Senior Planner
Forks MPO
600 DeMers Ave
East Grand Forks, MN 56721**

**Office Phone: 701-746-2660
Direct Phone: 218-399-3372
Email: teri.kouba@theforksmpo.org**

A. Proposals shall be submitted to:

**Forks MPO
600 DeMers Ave
East Grand Forks, MN 56721**

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

**Proposal for:
Digital Orthophotography
Firm's Name
Forks MPO**

All proposals must be received by noon (central time) March 20th, 2025, at which time the proposals will be opened for review. Cost proposals will remain sealed in a secure place until proposal ranking is complete and contract negotiations begin. An electronic copy or eight (8) copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

C. Selection Committee

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

- City of Grand Forks GIS Service/IT Department
- City of East Grand Forks IT
- City of Grand Forks Engineering
- MPO

Once the written proposals are received, if there are five or more proposals the Selection Committee will rank the proposals to interview the top three (3). A 10-minute interview will be scheduled for **March 26th, 2025**, with the firms that submit the top three ranked proposals, if four proposals are received then all will get an interview. This 10-minute interview will provide an opportunity for questions to be asked of the submitting firms and get clarification on any information in the proposals that may not be clear. The interviews will be conducted via online service. Firms may be asked to verbally expand upon points in their written proposal and should be prepared to do so.

D. Respondent Qualifications

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

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

E. Disadvantaged Business Enterprise

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

1. Policy

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

2. DBE Obligation

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

F. Equal Employment Opportunity

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

G. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies. No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

H. Records, Access, and Audits

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

I. Conflicts of Interest

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

J. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certificate, and Restriction on Lobbying

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

K. Subcontracting

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

L. Assignments

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

M. Procurement- Property Management

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

N. Termination

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

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

O. Amendments

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

P. Civil Rights

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

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

Q. Civil Rights- Noncompliance

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

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

R. Energy Efficiency

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

S. Disabled

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

T. EPA Clean Act and Clean Water Acts

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

U. Successors in Interest

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

V. Waivers

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

W. Notice

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

X. Hold Harmless

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and members, and the State of North Dakota and Minnesota and the NDDOT and MnDOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever

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

Y. Compliance with Federal Regulations

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

III. Preliminary Project Schedule

A. Consultant Selection

Advertise RFP to Qualified Firms	February 27 – March 20, 2025
Receive Proposals	Noon on March 20, 2025
Review Proposals	March 20-24, 2025
Select Interview Finalists & Notify	March 25, 2025
Interview the Finalists	March 26, 2025
Notify the Finalist	March 26, 2025
Contract Negotiations Completed	March 27, 2025
MPO Executive Board Approval	March 28, 2025

B. Project Development

Notice to Proceed	April 2, 2025
Flight	April 7- May 23, 2025
Quality Review	August, 2025
Final Deliverables	November 28, 2025

IV. RFP Evaluation Criteria & Process

The Committee will determine which firm would best provide the services requested by the RFP. When choosing a consulting firm, the MPO will have a two (2) step process. The proposal evaluation will evaluate the proposal that the firm sends the MPO. The evaluation will reduce the

number of firms to three (3) for the purposes of interviewing. The interview evaluation will be based on the interview with the firm. The MPO in close coordination with members of the Selection Committee will evaluate the proposals based on, but not limited to, the following criteria and their weights:

A. Proposal Evaluation Criteria and Weight

1. Demonstrates understanding of the scope of work and local factors. Shows how firm proposes to approach, resolve challenges, and encourage new ideas that improve the end project. (Weight 25%)
2. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. (Weight 25%)
3. Demonstrates the firm's designated team members' history of timely performance, quality, and integrity, as evidenced by a list of client references. Demonstrates the firm's approach to managing resources and project output. (Weight 15%)
4. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. Project team should indicate other significant projects being worked on, the percent of involvement, and probable completion date of the individual's work on the project. (Weight 25%)
5. Provide a time schedule for completion of each task and the entire project, with appropriate time for review. Demonstrate the project team has the resources necessary to complete the project. (Weight 10%)

B. Interview Evaluation Criteria and Weight

1. Observations on existing conditions and key project information. (Weight 20%)
2. Identification of key issues or problems that will need to be considered and any initial thoughts on how to resolve issues or problems. (Weight 25%)
3. Innovative approaches and concepts. (Weight 25%)
4. Experience and capabilities in development of similar studies of both key personnel and the project team. (Weight 20%)
5. Quality of interview. Comment on specific reasons why the firm should be selected for the project. (Weight 10%)

Each proposal will be evaluated on the above criteria by the Selection Committee. The interview and proposal scores will be combined to have a final score. The firm with the best final score will be contacted for contract negotiations. The qualifying firm chosen by the Selection Committee will enter a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.

The MPO is an Equal Opportunity Employer.

V. Terms and Conditions

A. The MPO reserves the right to reject any or all quotes, or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.

B. The MPO reserves the right to request clarification of information submitted and to request additional information about one or more applicants.

C. Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days (about 3 months), to provide to the MPO the services set forth in the attached specifications, or until one or more of the quotes have been approved by the MPO Policy Board.

D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the MPO shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.

E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MPO and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The MPO reserves the right to reject any agreement that does not conform to the Request for Qualification and any MPO requirements for agreements and contracts.

F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.

VI. Proposal Format and Content

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects within the last 5 years and key staff assigned to them.
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (in a separate envelope)

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

A. Introduction and Executive Summary

Provide the following information concerning your firm:

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

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

B. Administrative Questions

Provide the following information concerning your firm:

1. Identify the respondent's authorized negotiator.
Give the name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
2. Provide workload and manpower summaries to define respondent's ability to meet project timeline.

C. Summary of Proposed Technical Process

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

D. Project Staff Information

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

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

E. Similar Project Experience

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

contract.

F. References

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

G. DBE/MBE Participation

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

H. Cost Quotes/Negotiations

1. Cost Quotes

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposals and secured unopened until the technical evaluation process is completed. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B. Attached to the Cost Proposal, the Certification of Indirect Rate Form also provided in Appendix B should be filled out.

2. Contract Negotiations

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

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

VII. Background and Scope of Work

A. Background

The Grand Forks-East Grand Forks metropolitan area is located along the North Dakota and Minnesota border about 75 miles south of the Canadian border. The City of Grand Forks is approximately 20 square miles in size, and the City of East Grand Forks is approximately 6 square miles in size. The MPO study area includes both cities and a four-

mile radius around both cities. The proposed 166 square miles of coverage includes both cities and portions of the four-mile radius.

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

The desired aerial photography is to be color and flown in Spring 2025 in snow-free, leaf-off conditions. The aerial photography specifications, including scanning/digital, should be adequate (scale, resolution, etc) to support production of other products desired by the MPO under this RFQ. The MPO is requesting a price for the color digital orthophotography with 3-inch pixel resolution in the MPO area and in an optional area outside the Metropolitan Planning Area, with desired horizontal accuracy approximately plus or minus one foot is intended to be used at a scale of 1" =100'.

B. Scope of Work

The Metropolitan Planning Area (MPA) for the Grand Forks-East Grand Forks MPO is the main flight area. There is a second area that the MPO would like to have a cost on. This optional area would be the specified area of transportation impact to the MPA outside the MPA. The only area the MPO can do is the MPA but if the cost is negligible our partners have the option to pay the difference in price.

The proposed project involves three separate, but related components:

1. Ground Control

The contractor will be responsible for determining usability of existing ground control and collecting any new ground control necessary to meet the photo specifications. The successful bidder may utilize the existing digital elevation model and GPS monuments established by the City of Grand Forks. The successful firm may utilize the available LiDAR of the area as well.

2. Aerial Photography Acquisition

The MPO wishes to obtain color aerial photography in early spring of 2025 to support and upgrade the existing GIS base map. Respondents are asked to propose an approach to the photography acquisition that will best meet the needs of the MPO at a 3-inch pixel resolution in the urban area and 6-inch pixel resolution in the rural MPO area.

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

Specifications:

- Photographic land coverage will be approximately 115 square miles for option 1 and 166 square miles for option 2. The geographic area of interest is depicted in section IX Map of Project Area.
- The respondents should identify what ground control is needed to support photography and describe how its acquisition should be coordinated with other control development work elements.
- The MPO requires aerial photography to be acquired after snow and ice out and before leaf-on conditions.
- Less than 5% cloud cover and/or shadows shall not appear in any of the images.
- In no case, shall the vender resample from a larger pixel resolution to achieve the 6-inch resolutions.
- The solar angle must be 30 degrees or more above the horizon at the time of exposure.
- National Map Accuracy Standard suitable for 1" =100' scale mapping is to be used.

3. **Digital Orthophoto Production**

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

Specifications:

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

C. Project Deliverables

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

D. Estimated Project Budget

This project has a not-to-exceed budget of \$55,000. Consultants submitting proposals are asked to use audited DOT rates when completing their Cost Proposal Form and certify the indirect costs with the Certification of Final Indirect Costs (See Appendix B).

E. Other Requirements

The consultant will update the Project Manager on the progress, timeliness, and budget expenditure.

As part of the MPO's efforts to track consultant history the MPO will do an end-of-project evaluation of the consultant. This will be shared with the consultant for their information.

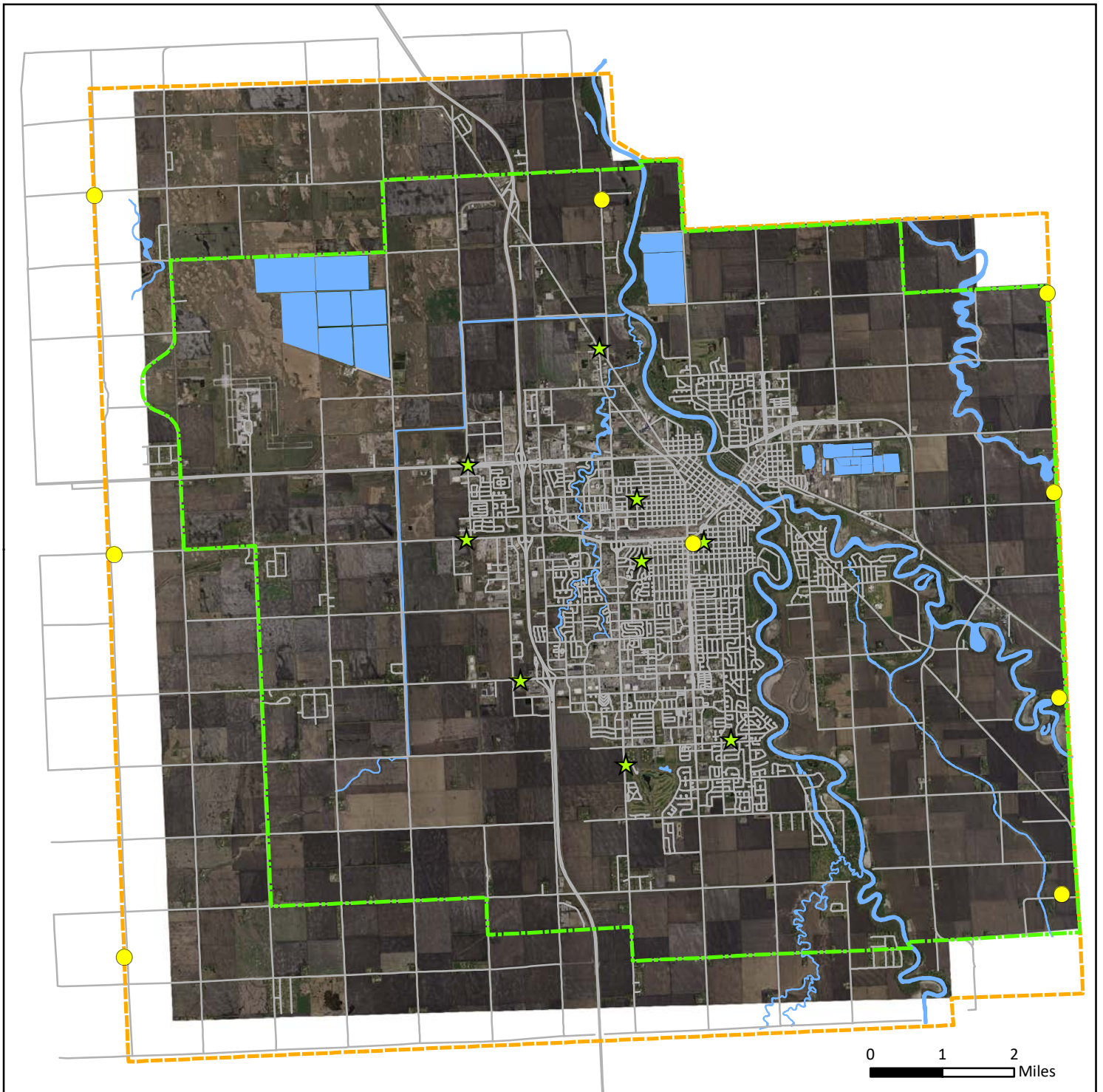
VIII. Information Available for Consultant



A. Shapefiles



- MPA Fly Zone (Option A)
- Optional Area Fly Zone (Option B)
- GPS Monuments in Grand Forks
- Any other relevant data as requested.

IX. Map of Project Area

2025 Proposed Fly Zone for Grand Forks, ND & East Grand Forks, MN



-  MPA Fly Zone (Option A)
-  Optional Area Fly Zone (Option B)

-  2006 Aerial Control Points
-  GPS Monuments



Appendix A

Government-Wide Debarment and Suspension (Non-procurement)
49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

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 103-355, 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 the 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 the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 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 requirements 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 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 offer. 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 _____

Certification of Restriction on Lobbying

I _____, hereby certify on behalf of _____
(Name & Title of grantee official) (Name of grantee)

that:

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

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

Executed this _____ day of _____, _____

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

Proposed Sub-Consultant Request

North Dakota Department of Transportation, Environmental & Transportation Services
 SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to the listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number N/A	NDDOT Project Control Number N/A	Prime Consultant Company Name		
Company Name		Owner		
Address		City	State	Zip Code
Company Telephone Number	Fax Number	Email Address		

Type of Work to be Subcontracted

<input type="checkbox"/>	Appraisals	<input type="checkbox"/>	Environmental	<input type="checkbox"/>	Planning	<input type="checkbox"/>	Structural Design
<input type="checkbox"/>	Architecture	<input type="checkbox"/>	Geotechnical	<input type="checkbox"/>	Public Involvement	<input type="checkbox"/>	Survey
<input type="checkbox"/>	Bridge Inspection	<input type="checkbox"/>	Materials Testing	<input type="checkbox"/>	Roadway Design	<input type="checkbox"/>	Traffic Operations
<input type="checkbox"/>	Construction Engineering	<input type="checkbox"/>	Partnering Facilitation	<input type="checkbox"/>	Soil Contamination	<input type="checkbox"/>	Wetlands Delineation
<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Photogrammetry	<input type="checkbox"/>	Steel Fabrication	<input type="checkbox"/>	Other

The undersigned declares that all statements listed above are true.

Firm
Print Name
Title

Signature	Date

Is Firm Currently NDDOT Certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Prime Consultant Request To Sublet

North Dakota Department of Transportation, Environment & Transportation Services
 SFN 60233 (9-2016)

Project Number	PCN	Project Description
N/A	N/A	
Sub-Consultant		Address
Prime Consultant		Address

The subcontract between the sub-consultant and prime consultant specified above contains all pertinent provisions and requirements of the prime contract with the North Dakota Department of Transportation (NDDOT). It is specifically agreed and understood by and between the prime consultant and the sub-consultant that should the Deputy Director of Engineering of the NDDOT determine that progress on any sublet item of work is not satisfactory, the Deputy Director shall notify the prime consultant in writing of that fact and the prime consultant shall have the right to terminate the subcontract by giving written notice thereof to sub-consultant, and the sub-consultant shall have no cause of action against the prime consultant or the state of North Dakota for such termination. A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount.

Name		
Title		
Sub-Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Name		
Title		
Prime Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Item Covered By Subcontract

Work Description	Unit	Amount
Project Support	Contract	\$0
Public Engagement	Contract	\$0
Total		\$0

Prime Consultant: Submit original form to Consultant Administrative Services

NDDOT Use Only			
Approved: CAS or Contract Manager	Date	Percent Sublet This Request	Total Percent Sublet to Date
NDDOT Distribution: Submit one copy of Contract Documents to FileNet			

Cost Quote Form

(Include completed cost form in a separate page labeled “Cost Form- Vender Name” and submit with technical proposal as part of overall response.)

Cost Quote Form

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

Required Budget Format

Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X	0.00	=	\$0.00
		X		=	0
		X		=	0
		X		=	0
1. Subtotal- Direct Labor					
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
Total Cost					

Certification of Final Indirect Costs

Firm Name: _____

Proposed Indirect Cost Rate: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____