

REQUEST FOR PROPOSAL

OBLIQUE IMAGERY



PROPOSALS MUST BE RECEIVED

No later than 1 P.M., CDT, Tuesday, July 28, 2015

For further information regarding this RFP, please contact the Project Manager:

Dan Kerntop

GIS Analyst

City of Wausau

Department of Public Works & Engineering

407 Grant St / 3rd Floor

Wausau, WI 54403

(715) 261-6740

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I. Solicitation

The GIS Division, a component of the Department of Public Works, is responsible for providing and maintaining a Geographic Information System. Raster, vector and tabular data are made available to various city departments and the public at large. The GIS Division is requesting oblique imagery for the City of Wausau. It is required the oblique imagery is supported by current versions of ESRI software applications, Geocortex/Latitude Geographics software applications, and Vision Government Solutions Inc. (Vision 7 CAMA software).

All aspects of this Request for Proposal will be in accordance with the City of Wausau Procurement Policy. A copy of the procurement policy is available at the City of Wausau Clerk's Office, 407 Grant Street, Wausau, Wisconsin 54403. The policy contains various goals and standards which are applicable to this procurement. These include prohibitions against gratuities and kickbacks.

The City of Wausau reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to the City of Wausau. The contract shall be awarded in accordance with the terms and conditions of the Wausau Procurement Policy and the evaluation guidelines in Section II part E. This solicitation may be canceled if doing so is determined to be in the best interests of the City of Wausau. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

All Proposals must be received by **1:00 PM CDT, Tuesday, July 28, 2015**. Actual receipt is required by that time, deposit in the mail is not sufficient. Submittals by FAX or E- Mail are not acceptable and will be rejected.

It must be addressed to:
City of Wausau
Department of Public Works & Engineering
407 Grant Street / 3rd Floor
Wausau, WI 54403

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days. The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

II. Instructions

A. Responsibility

1. It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Dan Kerntop, GIS Division / City of Wausau, 407 Grant Street, Wausau, WI 54403 in writing. Only interpretations or corrections of the RFP made in writing by the City of Wausau are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the City of Wausau no later than seven days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

B. Submission of Proposals

1. An original and three copies of your proposal must be submitted in one sealed envelope or other container. An electronic copy of all proposal materials should be included on a CD, DVD, or USB Drive.
2. The proposal must be received by the City of Wausau by **1:00 PM CDT, Tuesday, July 28, 2015**. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.
3. It must be addressed to:

**City of Wausau
Department of Public Works & Engineering
407 Grant Street / 3rd Floor
Wausau, WI 54403**

The following notation must appear in the lower left-hand corner of the envelope or other container: ***Oblique Imagery***

C. Format Requirements

Proposals must follow the format shown in Section VI and contain:

1. Information requested in Section III of this RFP. (Responses must be labeled by section and subsection to correspond with the related area of the RFP.)
2. A complete description of the services being proposed. Provide itemized and total cost of those services.
3. The proposal shall be typewritten and submitted on 8 ½" x 11" paper. It may be typed on one or both sides of the paper. If oversized sheets must be used, they shall be folded to conform to the 8 ½" x 11" size requirements. Please do not submit preprinted brochures or pamphlets which exceed the 8 ½" x 11" format.

D. Content Screening

Proposals will be screened to ensure that format and content requirements have been complied with and that proposer references have been included.

E. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply importance):

1. 40% Cost
2. 40% Fit with requirements and environment
3. 5% Proposal quality and contents
4. 5% Record of performance on similar project
5. 5% Project approach and proposed schedule
6. 5% Firms economic and technical resources

F. Oral Presentations

Based on our initial evaluation of the proposals received, the City of Wausau reserves the right to request an oral presentation and demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of the City of Wausau. The City of Wausau reserves the right to request a written statement from the proposer after any oral presentation.

G. Cost Liability

The City of Wausau is not liable for any costs incurred in responding to this RFP or in any presentation.

H. Acceptance and Rejection of Proposals

The City of Wausau reserves the right to accept or reject any part of the proposal from the responsible offer or determined to be in the best interests of the City of Wausau.

I. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of the City of Wausau. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the City of Wausau will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with the City of Wausau in any such defense and agrees to indemnify and hold the City of Wausau harmless for any costs of such defense.

J. Sample Products

Any samples or demonstrations of products available or completed in previous projects may be submitted on hard copy, CD or DVD.

1. Delivered samples may be used to evaluate requirements of the expected product.
2. All sample products will become the property of the City of Wausau and will not be returned.

K. Schedule of Events

1. RFP Released	Monday, June 29, 2015
2. Proposal Due Date	1:00 PM CDT, Tuesday, July 28, 2015
3. Open Proposals at BPW	Tuesday, July, 28, 2015
4. Evaluation Period	Wednesday, July 29, 2015 - Tuesday, August 4, 2015
5. Recommendation at BPW	Tuesday, August 4, 2015
6. Contract Negotiation	Monday, August 5, 2015 - Wednesday, August 19, 2015
7. Contract Signed	Pending contract negotiation

III. Proposal Requirements

A. Management Summary

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

C. Contact Person

Provide the name and phone number of the person to whom the City of Wausau staff should address questions about the proposal.

D. References

1. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third-parties that have not been specifically addressed elsewhere in your proposal.

E. Contractual Conditions

1. Provide copies of all proposed contracts and agreements. The following contractual conditions shall be included in the contract entered into by the City of Wausau and the successful offeror:
2. There shall be one contract between the City of Wausau and offeror(s).
3. The contract shall be governed by the laws of the State of Wisconsin.
4. The contract shall be effective on the date it is approved and signed by the City of Wausau.
5. All products generated as a result of this Request for Proposal shall become the sole property of the City of Wausau.
6. The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of the City of Wausau.
7. The successful offeror shall be responsible for any and all permits required.

F. Insurance Requirements

1. The successful offeror shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the City of Wausau Attorney, nor shall offeror allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

a. Workers Compensation Insurance: Offeror shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet offeror shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by offeror.

b. General Liability, Professional Liability and Property Damage Insurance: Offeror shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

(1) Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.

(2) Professional Liability Coverage, \$ 1,000,000 per occurrence and in aggregate.

(3) Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.

(4) Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

(5) If aircraft are used in conjunction with this project, \$ 2,000,000 per occurrence and in aggregate for bodily injury and property damage.

G. Proof of Insurance

1. The offeror shall furnish the City of Wausau Attorney with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Offeror meets the insurance requirements identified above, and listing the city as an additional insured.

2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City of Wausau Attorney and specify the name of the contract or project covered.

3. The Certificate of Insurance shall be delivered to the owner, with a copy of the Certificate of Insurance to be delivered to the City of Wausau Attorney for approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

H. Proposer Terms

1. Offeror will state the expiration date of their proposal.

2. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.

3. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. The City of Wausau will withhold retainage from each milestone, with final payment being made upon acceptance of the imagery by the City of Wausau.

I. Proposer Support

1. The proposal must include a section that describes the offeror's ability to provide support in the following areas:
2. Completion and delivery schedule including lead time between order placement, completion and delivery.
3. Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

J. Costs

Respondents must provide itemized and total costs of proposed services.

1. Itemized costs should include but not be limited to:
 - a. Digital-Color-Three inch resolution oblique imagery
 - b. Digital-Color-Three or four inch area wide mosaic
 - b. Software or extensions including any price per seat
 - c. Training
 - d. Maintenance
 - e. Customizations

K. Contract Terms and Conditions

1. Termination of Contract: The City of Wausau may, for its convenience, terminate this contract at any time by a notice in writing from the City to the selected vendor by certified mail. If the contract is terminated by the City of Wausau as provided herein, the offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the offeror covered by this contract, unless payments of compensation have previously been made.

2. Change Orders: The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract. This amendatory provision shall not operate to prevent the City of Wausau from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the offeror hereunder, nor to cancel any of the services not performed at the time notice is given to the offeror of the cancellation of such services or portion of the work to be performed hereunder.

3. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

4. Non-appropriation of Funds: Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the City of Wausau to meet its obligations hereunder, and at least thirty (30) days written notice of the nonappropriation is given to offeror.

5. Hold Harmless: Offeror hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents, or assigns. The City of Wausau does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

6. Americans with Disabilities Act Compliance: In connection with performance of work under this contract, offeror agrees that no qualified individual with a disability, as excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The offeror is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the City of Wausau, a public entity. The offeror is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the City of Wausau, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The offeror shall provide a similar notice to its subcontractors.

7. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter)

shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

8. Non-Debarment Clause: Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract.

9. Statement of Compliance: Vendor has carefully reviewed the City of Wausau's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the City of Wausau's contract language are superseded by the City of Wausau's required contract language.

IV. Scope of Services

A. Requested Products

The City of Wausau seeks to obtain cost proposals for the following products:

1. Digital - Color - Three inch oblique imagery
2. Digital - Color - Three or four inch area wide mosaic
3. Oblique imagery extension tool for use with ArcGIS 10.2.2
4. Oblique imagery extension tool for use with Geocortex/Latitude Geographics software
5. Oblique imagery extension tool for use with Vision Government Solutions Inc. (Vision 7 CAMA software)

B. Project Timeline

1. The Project timeline will not specify actual delivery dates as the schedule will be relative to the oblique imagery acquisition date.

C. Acquisition

Imagery must be collected for the project area (defined by the project boundary in section VII part A) under the following circumstances:

1. Favorable weather conditions free of rain, snow, fog, mist, high winds, and low clouds.
2. Sufficiently clear ground conditions free of flood water, snow and ice.
3. Normal water levels free from events, such as storms that may cause increased water levels.
4. "Leaf-off" conditions, when deciduous trees are without leaves.
5. Consultant will notify the City one week in advance of scheduled flight date.

V. Deliverables

A. City of Wausau Reference Data

The City of Wausau will provide the successful vendor with the following data sets in the format specified below. All data will be provided in the Marathon County Coordinate System.

1. Project Area – ESRI ArcGIS 10.2.2 Shapefile
2. Control Data - ESRI ArcGIS 10.2.2 Shapefile
3. Surface water, road surfaces, and/or road centerlines - ESRI ArcGIS 10.2.2 Shapefile
4. Additional deliverables may be provided as agreed upon between the City of Wausau and the successful respondent. Respondents agree that they will use any and all data provided by the City for the duration of this project solely for the purpose of preparing the deliverables outlined in this RFP. Respondents shall not resell or redistribute the data as a unit, package, or in its entirety to third parties.

B. Vendor Deliverables

1. All products provided to the City of Wausau will be provided in Marathon County Coordinate System 83(91), NAVD88.
2. Imagery, extensions or software must work and be supported on the following applications:
 - a. ArcGIS for Desktop 10.2.2
 - b. ArcGIS for Server Enterprise Standard 10.2.2 (64 bit)
 - c. Geocortex/Latitude Essentials 4.2
 - d. Geocortex/Latitude Viewer for Silverlight 2.3
 - e. Vision Government Solutions Inc (Vision 7 CAMA Software)
 - f. Image extensions will include TIFF and MrSID formats.
3. Documentation and Training
 - a. The Proposer shall provide documentation including but not limited to:
 - b. Detailed system training manuals which thoroughly explain setup, use and maintenance of the system
 - b. Proposer will grant permission to make copies of the manual to be used by the City of Wausau.
 - d. Installation instructions for all software components, databases and any other contractor supplied utilities or existing customer assets which are required for the software to be implemented and supported by City staff.
4. Ownership and Metadata

All materials and data will be the property of the City of Wausau, delivered upon completion of the project, and will include:

- a. Date of photography
- b. Altitude of camera
- c. Coordinate system for Marathon County, Wisconsin
- d. A statement of accuracy

VI. Inspection, Editing, and Acceptance Procedures for Digital Files

A. Inspection

1. Deliveries will be inspected within 10 business days of delivery. Image quality, edge matching and tone balancing will be checked for shortcomings.

B. Editing

1. All edits or resubmissions required by the City of Wausau after quality inspection must be completed and new files submitted within 10 business days of their return to the vendor.

VII. Appendices

A. Project Area

