

REQUEST FOR PROPOSAL

**City of Ann Arbor
2012 Geographic Information System (GIS)
Data Update and Development Project**

October 2011

RFP 804



City of Ann Arbor, Michigan

**301 E Huron St
Ann Arbor, MI 48107-8647**

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SECTION 1

GENERAL INFORMATION

OBJECTIVE

The City of Ann Arbor, Michigan is soliciting sealed proposals for a **Geographical Information Systems (GIS) Data Update and Development Project, RFP 804.**

PROJECT OVERVIEW

The City of Ann Arbor has used high-quality orthoimagery since 1993 as a mission critical component of the enterprise geographic information system (GIS). GIS data and applications are used by City Service Areas to review property records, track residential and commercial development, maintain environmental standards, plan utility and transportation infrastructure projects, and promote public safety in addition to many other tasks.

Orthoimagery was last collected in spring of 2009. Impervious surface features within the incorporated area were initially developed from 2006 imagery and updated using 2009 imagery. Impervious surface features shall be updated from an early spring 2012 imagery acquisition.

The Urban Tree Canopy (UTC) GIS data layer will be established. The UTC GIS data layer shall provide a natural resources baseline for planning, development and urban forestry programs, and shall be developed from a separate imagery acquisition in late summer 2012. It is planned to incorporate UTC related information to refine City, Storm Water Rate Fees.

The City of Ann Arbor and collaborating partners request competitive proposals for a contract to develop an orthoimagery database to align with existing City orthoimagery resources. This request includes the collection, processing, and quality control for producing the orthoimagery, updating current impervious surface features, and establishing the UTC GIS data layer.

The City of Ann Arbor and collaborating partners are funding this project. The project scope, specifications, and requirements are subject to modification through final contract negotiations. The City and collaborating partners make no guarantee that all or individual parts of this project will be performed.

PROPOSAL CONTENT AND SUBMITTAL

To be eligible for consideration, one (1) original and three (3) copies of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be submitted to the City Purchasing Office.

The information included therein should be as concise as possible. The total submittal shall not be more than 50 pages, with material on two sides of each page. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked "**City of Ann Arbor Public Services - 2012 GIS Data Update and Development Project, RFP-804**" in bold type.

SEALED PROPOSAL RECEIPT

To be considered, each firm must submit a response to this RFP using the format described in Section VI. No other distribution of proposals is to be made by the submitter. An official authorized to bind the submitter to the proposal's provisions must sign the proposal in ink. Each proposal must remain valid for at least one hundred twenty days from the due date of proposals to this RFP.

All proposals must be received by the Purchasing Office, Fifth Floor, Municipal Center, 301 East Huron St, Ann Arbor, MI 48107-8647 at or before 10:00 a.m., Tuesday, November 29th, 2011.

Prospective submitters are responsible for the timely receipt of their proposal. Late proposals will not be considered.

ISSUING OFFICE

This RFP is issued by the City of Ann Arbor, Michigan, Purchasing Office and Public Services. All correspondence regarding this RFP must be addressed to:

Merle Johnson, GIS Manager
Financial and Administrative Services, Information Technology
301 E Huron St, Ann Arbor, MI 48107
Phone: 734-794-6550 Ext 45515
Email: MJohnson@a2gov.org

SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section VI. A selection committee comprised of members from the City's Service Areas and/or collaborating partners will complete the evaluation.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, firms are to be interviewed. During the interviews, the selected firms will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project.

Fee proposals will only be opened for the firms that are going to be interviewed.

CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make an email request for an official interpretation or correction.

Such requests must be received by the Issuing Office not less than seven days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be posted to the City's Purchasing web page. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal and referenced with the RFP.

DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Attachment A. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor. This chapter of the code pertains to affirmative action by City contractors and excerpts for compliance are provided in Exhibit C of Attachment A. The City will not entertain changes to the standard Professional Services Agreement.

COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. Total liability of the City is limited to the terms and conditions outlined in the City-Consultant agreement, included in Section IV of this RFP.

SCHEDULE

A general timeline for the 2012 GIS Data Update and Development project is included in Exhibit B of Attachment A. The proposals submitted will use this schedule as a guide to further define an appropriate study schedule in accordance with the requirements of the Scope of Work. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected consulting firm.

LIVING WAGE REQUIREMENT

All firms contracting with the City are required to comply with Chapter 23 of the Ann Arbor City Code, Sections 1:811 B 1:821 as outlined in Exhibit D of Attachment A.

SECTION II SCOPE OF WORK

BACKGROUND INFORMATION

The City of Ann Arbor is the home of the University of Michigan and has a population of over 113,000 residents within its borders. The City and collaborating partners provide a variety of services to address current and future community data access needs.

The Ann Arbor Geographic Information System (AAGIS), a long term project of the City's Information Technology Services Unit, develops and maintains enterprise geographic information systems and several geospatial business applications. AAGIS has experience managing vendor contracts and large enterprise databases, including orthoimagery, topography, impervious surface layers, infrastructure, and thematic data.

Objective of Project

The orthoimagery collection area shown in Figure 1 will encompass approximately 56.6 square miles with data capture via an aerial digital camera or equivalent with 0.5-foot pixel resolution. Digital orthorectified images shall include natural color, near infrared, and meet the specifications described in the Scope of Work section.

Impervious surface data will be delineated from near infrared aerial imagery collected during an early Spring 2012 flight. The existing impervious surface database with slight changes shown in Figure 2 is approximately 38.1 square miles. Pervious, Impervious and Water polygon features shall be classified and attributed using remote sensing analysis techniques.

Urban Tree Canopy will be developed from collected aerial imagery from a late Summer 2012 flight. The proposed UTC database area is approximately 38.1 square miles and is also shown in Figure 2. Vegetation type features shall be developed from re-sampled full-resolution imagery using remote sensing analysis techniques.

Complete specifications for impervious surface and urban tree canopy data layers are provided in the Scope of Work section.

Contractors must propose management methods to ensure that quality control/assurance levels and project schedules are met. This includes risk assessment strategies to minimize and resolve production and quality problems quickly to avoid schedule delays. Spatial accuracy issues, content issues, and related quality errors should be identified and corrected before delivering data to the City. The City shall only pay for deliverables after full quality control and acceptance by the City. The City generally requires 45 days to quality control a standard delivery.

Figure 1 – Extent of Orthoimagery Collection Area

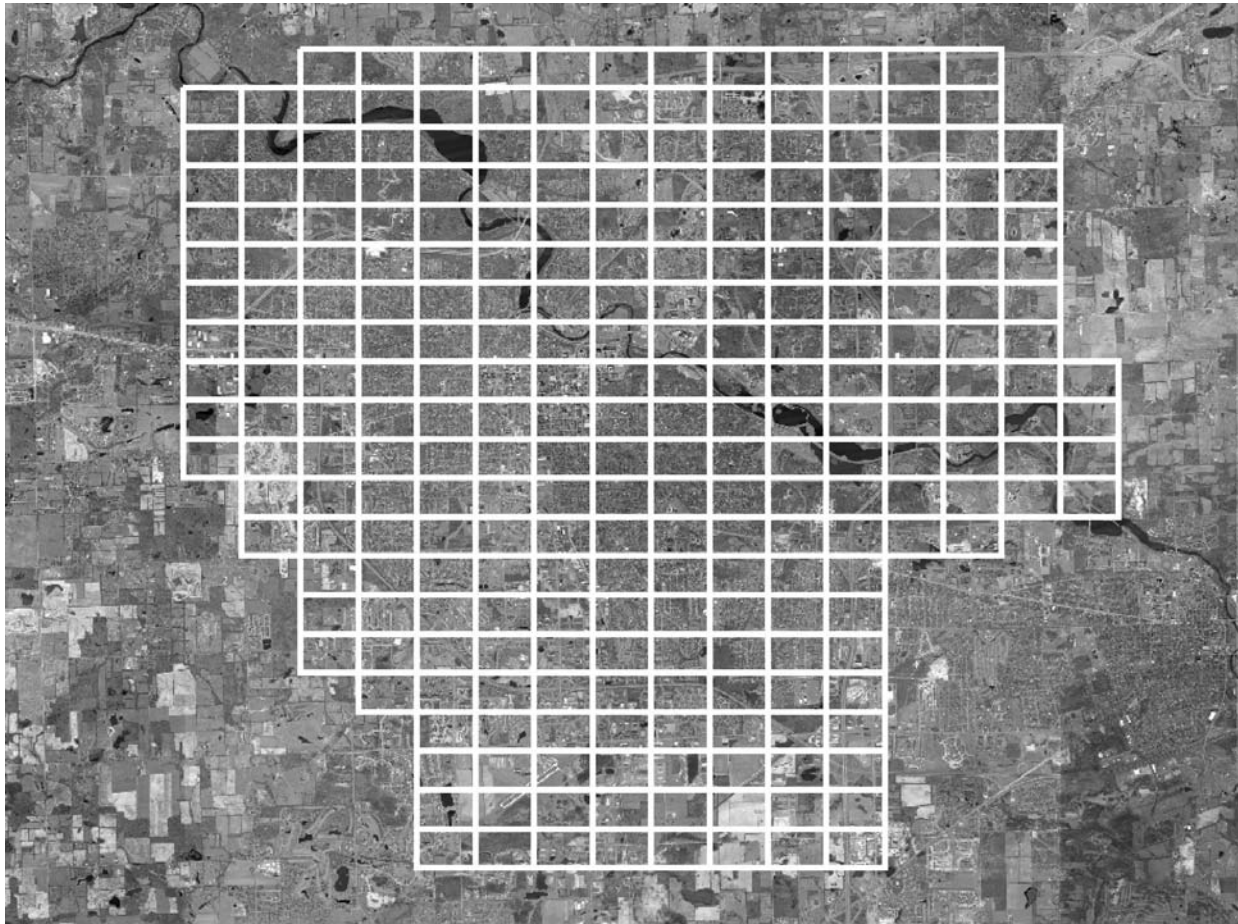
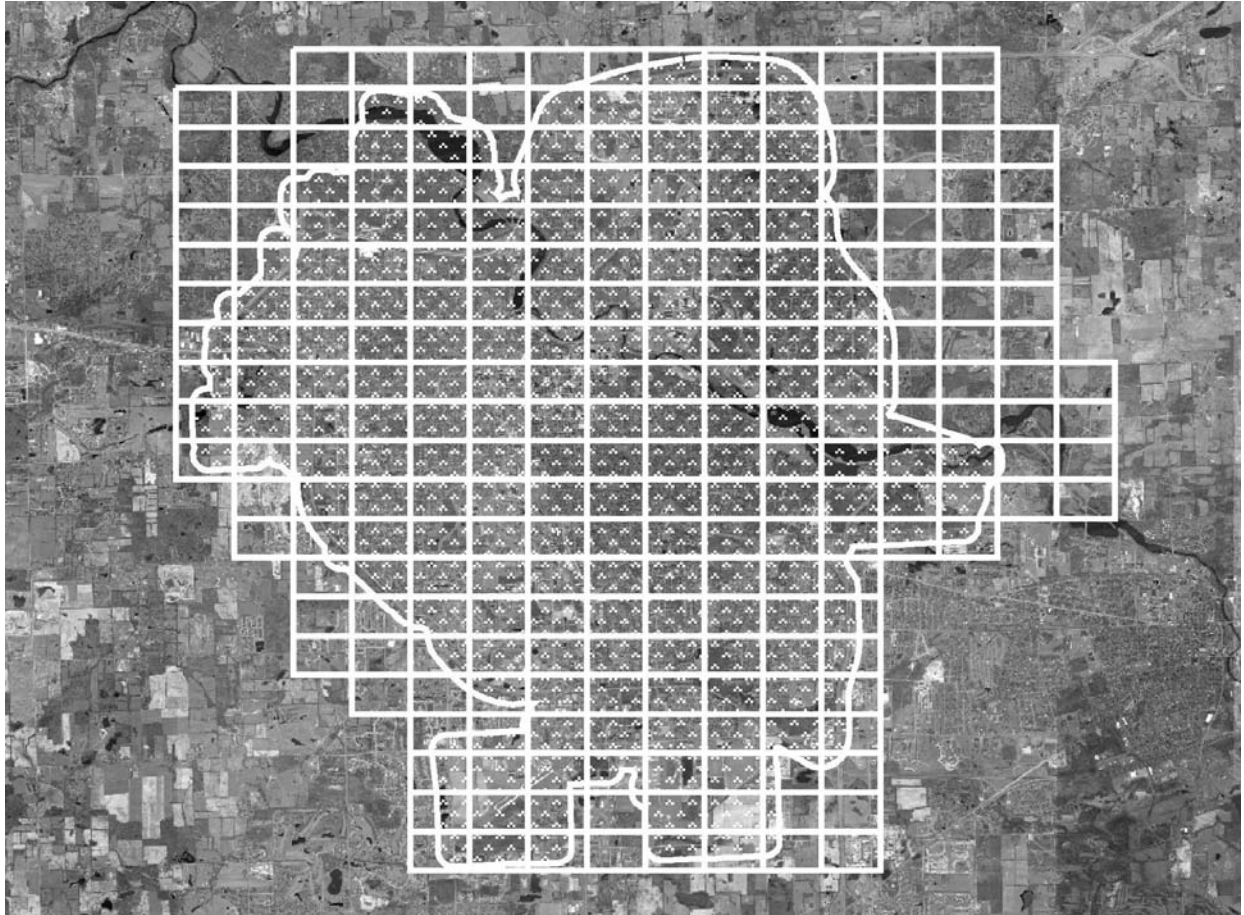


Figure 2 – Extent of Impervious Surface Update and Urban Tree Canopy Development Area



SCOPE OF WORK

The scope of work for the 2012 GIS Data Update and Development project includes acquiring high-quality aerial orthorectified digital imagery of approximately 56.6 square miles. In addition, update of existing impervious surface features and development of an Urban Tree Canopy (UTC) features for approximately 38.1 square miles using the acquired orthoimagery. The location, size and boundaries of the areas to be mapped are outlined in Figures 1 and 2.

The specifications in this section represent minimum baseline. A summary of the acquisition and processing scope is provided in Table 1, with details provided in subsequent paragraphs.

Table 1. - Summary of GIS Data Update and Development Specifications.

Data Acquisition	Specification
Project Area	Approximately 56.6 square miles (See Figure 1 for extent of imagery)
Collection Area	Defined project area buffered consistent with project side and end lap
Output Pixel Resolution	0.5 foot
Above Mean Terrain	Approximately 5,000 feet to meet a nominal scale 1 inch = 800 feet
Imagery Type	4-band (RGB and NIR)
End Overlap	60% minimum
Side Overlap	40% minimum
Survey Conditions	>30-degree sun angle (high angle to minimize shadows) Cloud-free with minimal smoke, smog, haze, fog and dust Minimal flooding or excessive soil moisture Leaf-off, snow off and ice off (Impervious Surface update) Full Leaf-on (Urban Tree Canopy development)
Horizontal Accuracy	1 inch = 100 feet National Map Accuracy Standard, relative accurate of ± 1.5 feet)
Ground Control	Combination of Ann Arbor Geodetic Reference System (AAGRS) and supplemental ground control
Impervious Surface and Urban tree Canopy Area	Approximately 38.1 square miles (See Figure 2 for extent of update/development)
Impervious Surface and Urban Tree Canopy Quality Control	100% manual review of datasets to identify updates. New or modified features based on early and late 2012 orthoimagery collection shall be added / corrected and attributed as specified in the specification details.
Vertical Datum	NAVD88 North American Vertical Datum of 1988
Horizontal Datum	NAD83 North American Datum of 1983
Projection	Michigan State Plane South Zone
Units	International Feet
Imagery Format	Uncompressed GeoTIFF format, version 1.8.2
Imagery Products	Seamless mosaic covering project area and non-overlapping, edge matched tiles based on a tile scheme provided by the City
Radiometric resolution	Minimum 8-bit in accordance with GeoTIFF specifications, revision 6
Impervious surface and Urban Tree Canopy data format	ESRI ArcGIS File Geodatabase, with feature classes by category (see details for feature categories)

The City shall provide the selected contractor with data such as tile extents, existing City orthophotography and impervious surface data, survey control information, and elevation data. Do not assume existing survey control shall meet the project's accuracy requirements; additional ground control points may need to be acquired. All City data sources shall be removed from the Contractor's systems and databases upon completion of the project. The City shall develop a full data list with the selected contractor to support the project during negotiations.

I. DATA ACQUISITION

The successful Contractor shall clearly define planned flight procedures and control specifications in their work plan. A pilot experienced with southeast Michigan flying conditions shall obtain the aerial digital imagery with an appropriate team of surveyors. The Contractor shall provide a summary of their acquisition equipment and calibration techniques. The Contractor shall describe their Aerial GPS (AGPS), Inertial Measurement Unit (IMU) equipment, and their digital sensors along with a U.S. Geological Survey (USGS) Digital Aerial Type Certification, if program is still available at (<http://calval.cr.usgs.gov/>).

For the purposes of this proposal, consideration shall be given to contractors that can provide priority schedules and have an aircraft consistently based close to the project area to meet collection condition requirements until all of the collection is complete. The Contractor is required to gain the required aircraft clearances for flying over the project area (Ann Arbor and Detroit Metro Airports are in the proximity of this project).

The Contractor shall provide a proposed schedule plan for flight periods with detailed contingency plans for inclement weather or poor collection conditions. An estimate of the flight time needed to meet specified collection conditions and an estimate of mobilization days shall also be provided

A. Project Area:

The project area for orthophotography shall cover approximately 56.6 square miles including the corporate limits of the City of Ann Arbor and additional areas as required by collaborating partners. Refer to Figure 1 for the geographic extent and associated tiling scheme.

B. Collection Area:

- Defined project area, Figure 1 plus a buffer defined to ensure complete coverage along the project boundaries, project control points and consistent with project sidelap and endlap.
- The extent of image coverage shall be sufficient to ensure that void areas do not exist within the resulting 2000 foot by 3000 foot tiles provided by the City. Full image tiles that meet the buffer area described above are required. Partial tiles are not acceptable.

C. Collection Conditions:

- **Sun angle:** Imagery shall be collected during minimal shadow conditions. Collection shall occur when the sun angle is greater than 30 degrees. In areas of tall buildings, imagery shall be acquired at high sun angles (times of approximately 11:00am to 1:00pm) to minimize building shadows.
- **Atmospheric:** Free of clouds and cloud shadows, with minimal smoke, haze, fog, and dust to produce a clear image.
- **Ground:** Minimal flooding, snow, or excessive soil moisture.
- **Leaf-off and ice-off** conditions are required for **Impervious Surface update**.
- **Full Leaf-on** conditions are required for **Urban Tree Canopy development**.

D. Flight plan:

- Contractor shall provide a detailed flight plan for approval by the City for the planned mission.
- Flight lines shall be oriented in a north/south direction and shall extend continuously across the project area with number.
- Flight lines shall minimize radial displacement of above ground features to provide the City a quality imagery acquisition appropriate for extensive use in City GIS application.

E. Accuracy:

- **Above Mean Terrain:** approximately 5,000 feet to meet a nominal scale of 1 inch = 800 feet.
- **Output pixel resolution:** 0.5 feet, ground sample distance (GSD) shall be determined.
- **Apparent Crab (yaw, pitch, roll):** ≤ 5 degrees between any two successive exposures.
- **Overlap:** 60% minimum end lap, 40% minimum side lap.
- **Tilt:** < 3 degrees for any single exposure, < 4 degrees relatives, and < 1 degree overall average.

F. Digital Camera:

- Direct digital, frame-based system with calibration that meets USGS Digital Aerial Type standards.
- Precision, large format with low distortion, high-resolution optics and high pixel count charged-coupled device (CCD) sensors.
- Red, green, blue, and near infrared channels.
- Minimum radiometric resolution of 8 bit accordance with GeoTIFF specification, revision 6. 12-bit or higher in all channels are preferred. (<http://www.remotesensing.org/geotiff/spec/geotiffhome.html>)
- Gyro-stabilization and forward motion compensation.
- Output pixel resolution of 0.5 feet.

G. Camera Station Control:

- **Airborne GPS (AGPS):** Camera position (latitude, longitude, and elevation) shall be recorded at the instant of exposure with AGPS. AGPS data shall be differentially corrected and organized as individual datasets grouped by flight line. The absolute accuracy of AGPS control data shall not exceed 1 foot.
- **Inertial Measurement Unit (IMU):** Camera attitude shall be recorded at the instant of exposure and the data shall be adjusted and organized as individual datasets grouped by flight line. The absolute accuracy of adjusted IMU data shall not exceed 1 foot.

H. Supplemental Ground Control:

- Contractor shall provide a detailed plan of the supplemental ground control solution.
- Six new, strategically located ground control points shall be established and serve as blind check points to verify the absolute positional accuracy of the orthophotography. The new control points shall be surveyed to Federal Geodetic Control Subcommittee (FGCS) Second Order, Class II standards for GPS surveys.
- The Contractor shall strategically select from existing First Order GPS control points located within the City to meet the needs of the acquisition.
- The Contractor shall be responsible for collecting and setting the survey control and photo targets, at the appropriate accuracies required for the project in areas of dense vegetation where the comparator method cannot provide sufficient control.

II. DATA PROCESSING

The successful Contractor shall provide a detailed technical plan of aerial triangulation, orthorectification, impervious surface collection and update methodologies, urban tree canopy collection and development methodologies and quality control and assurance. An estimate of the number of processing days after aerial imagery acquisition shall also be provided.

All data and rectification solutions shall meet the following spatial reference system standards:

- **Vertical Datum: North American Vertical Datum of 1988**
- **Horizontal Datum: North American Datum of 1983**
- **Projection: Michigan State Plane South Zone**
- **Horizontal/Vertical Units: International Feet**

A. Aerial Triangulation:

Aerial triangulation forms the basis for the accuracy of all derived products. Therefore, the successful Contractor shall provide a detailed technical approach to this process.

- The aerial triangulation solution shall cover the entire project area. All photos shall be evaluated and point anomalies identified to the City.
- Independent check points shall be used and evaluated to validate the accuracy of the solution.

B. Orthorectification:

The digital elevation data required for this process shall be provided by the City, and shall include LIDAR derived data acquired in 2009. The digital terrain model (DTM) used in the rectification process shall be in the form of a triangulated irregular network (TIN) to provide a more accurate representation of the terrain surface.

- 1. Resampling:** The rectification process shall use the cubic convolution resampling technique to ensure high accuracy and image quality.
- 2. Mosaicking:** The mosaicking process shall minimize image distortions and smearing and produce a seamless edge-matched product.
- 3. Bridge Correction:** Breaklines shall be captured for above ground features like bridges and overpasses. These shall be used to remove image distortions caused by the DTM, which represents the terrain and not elevated features.
- 4. Radiometry:** The Contractor shall describe their technical approach to producing radiometry balance.
 - Images shall be color balanced to the City's preference.
 - Color balancing shall be based on City-approved sample data.
 - No null pixels shall be allowed within resulting tiles.
 - Minimize brightness, contrast, and color differences between join areas.
 - Minimize color bleeding on features.
- 5. Positional Accuracy:** The orthophotography shall register to the existing City orthophotography database with final relative accuracies no greater than 1.5 feet.
- 6. Quality Control and Assurance:** Horizontal accuracy shall meet the 1 inch = 100 feet National Map Accuracy Standard.
 - Visual inspection of geometry shall be performed to remove seams, edge match issues, and bridge distortions, excessive building lean and related displacements.
 - Visual inspection of the mosaic product to correct blurred imagery, inconsistencies in color balancing, color bleeding, and shadow detail.
 - Random geometric checks for positional accuracy and relative accuracy between tiles.

7. Image Formats:

- Uncompressed **GeoTIFF** image format 16-bit and **MrSID** image format 8-bit in latest version fully supported by Environmental Systems Research Institute (ESRI) products.
- Presence of compression artifacts from any stages of the production process shall result in rejection of data.
- GeoTIFF and MrSID files shall include the tags and keys required to be fully compatible with ESRI products:
- Orthorectified images shall be color balanced to the City's preference.

III. IMPERVIOUS SURFACE UPDATE

The City shall provide the existing City impervious surface database (approximately 277,000 features) to the Contractor. All existing features meet City specifications, and any additional features or modified features developed by the Contractor shall meet these database conventions. This includes using the same compilation rules and feature attribution.

- **A.** Impervious surface update shall include a reduced portion of the ortho-photography project area extent, (see Figure 2).
- **B.** The City shall provide the most current Impervious Surface data layer and a summary of currently known data issues to the Contractor.
- **C.** The City shall provide previously acquired near infrared aerial imagery to the Contractor if required.
- **D.** The Contractor shall provide all necessary updates to the existing impervious surface features as observed by comparison to the orthoimagery acquired as part of this project.
- **E.** The Contractor shall provide a summary of all updates made to the Impervious Surface data layer in the form of a separate ESRI format file geodatabase showing only the modifications.

Project related tasks include the following:

- Perform addition, modification, and/or retirement of features and other parts of the existing digital file to make it consistent with the acquired ortho-photography.
- All edited features and new features shall use the same compilation rules and practices as the existing dataset.

- Updates to the impervious surface database must meet the same degree of accuracy as the existing dataset.
- All updates must be checked for completeness and conformance to existing database conventions to be accepted by the City.

E. Horizontal accuracy shall meet the 1 inch = 100 feet National Map Accuracy Standard.

F. The resulting database shall register to within 1.5 feet of the existing impervious surface data and 2.5 feet of the new orthophotography.

G. Feature Collection:

All features within the existing dataset are polygons and all new/modified features shall be attributed consistent with Table 2. The Contractor shall describe their methodology for collection and quality control/assurance.

- All features shall be closed polygons that meet standard topology rules and database conventions.
- If tiling is necessary due to the software or manual process, any feature along a tile boundary shall be edge matched with adjacent tiles to produce a seamless feature.
- Any deviations from this requirement require pre-approval by the City.

H. Feature Attribution: All features added or modified in the existing dataset shall be attributed with only one attribute record.

- All features shall have a STATUS_12 attribute defining the feature type as follows:

Table 2. - STATUS_12 attributes.

STATUS_12	Attribute Definition
Impervious	Impervious surface is defined to mean "a surface that does not permit the absorption of water. Such surfaces are those that water will run off without being absorbed into the surface material."
Pervious	Pervious surface is defined to mean "a surface that permits the absorption of water. Such surfaces are those that will slow or impede run off of water and promote absorption into the surface material."
Water	Lakes, rivers, detention ponds or other standing water features.
Other	Not in other categories

I. Quality Assurance:

Quality assurance shall be performed as described in items III.A through III.H above to ensure that all processes meet the specifications cited.

- Visual inspection shall be performed to ensure completeness, image and feature quality of the data.
- Horizontal accuracy tests shall be performed on an adequate number of independent control points to ensure the data is accurate to within a 1 inch = 100 feet National Map Accuracy Standards
- Metadata shall be verified to ensure completeness and compliance with Federal Geospatial Data Consortium (FGDC) standards.

IV. URBAN TREE CANOPY DEVELOPMENT

The Contractor shall propose a fully developed methodology and specifications for establishing the City Urban Tree Canopy GIS data layer. It would be considered advantageous for the methodology and specifications to have been previously successfully used in a similar project.

The City is open to alternative strategies which can provide a product consistent with accuracy and specifications similar of the Impervious Surface GIS data layer. The Contractor may consider the following topics in formulation of the proposal.

- **A.** Urban Tree Canopy shall be established to include a reduced portion of the ortho-photography project area extent, (see Figure 2).
- **B.** The City shall provide any related data in its possession to facilitate development of the Urban Tree Canopy required by the Contractor.
- **C.** The Contractor shall provide near infrared aerial imagery consistent with the proposed project methodology and specifications.
- **D.** Horizontal accuracy shall meet the 1 inch = 100 feet National Map Accuracy Standard.
- **E.** The resulting database shall register to within 1.5 feet of the existing impervious surface data and 2.5 feet of the new orthophotography.
- **F. Feature Collection:**
All features within the Urban Tree Canopy dataset shall be polygons and all features shall be attributed consistent with Table 3. The Contractor shall describe their methodology for collection and quality control/assurance.
 - All features shall be closed polygons that meet standard topology rules and database conventions.

- If tiling is necessary due to the software or manual process, any feature along a tile boundary shall be edge matched with adjacent tiles to produce a seamless feature.
- Any deviations from this requirement require pre-approval by the City.

G. Feature Attribution: All features added to the existing dataset shall be attributed with only one attribute record.

- All features shall have a CANOPY_12 attribute defining the feature type as follows:

Table 3. –CANOPY_12 attributes.

CANOPY_12	Attribute Definition
Deciduous	Deciduous trees are trees whose leaves lose their green coloring and turn orange, red or brown before they are shed at the end of the growing season, generally in autumn.
Evergreen	Evergreen trees carry their leaves throughout the year. Evergreens do shed their leaves, but only a few at a time and over a long period, so there is never a noticeable change. For most evergreen trees, the leaves don't change color.
Other	Not in other categories

H. Quality Assurance:

Quality assurance shall be performed as described in items IV.A through IV.G above to ensure that all processes meet the specifications cited.

- Visual inspection shall be performed to ensure completeness, image and feature quality of the data.
- Horizontal accuracy tests shall be performed on an adequate number of independent control points to ensure the data is accurate to within a 1 inch = 100 feet National Map Accuracy Standards
- Metadata shall be verified to ensure completeness and compliance with Federal Geospatial Data Consortium (FGDC) standards.

V. PRODUCT DELIVERABLES

The Contractor shall provide a detailed product delivery schedule and describe their methods, reporting skills, and compliance with FGDC metadata standards. All spatial data deliverables shall meet the spatial reference system standards provided in Scope of Work Table 1 and described in following RFP sections. All documents shall be provided in a standard PDF format agreed upon by the City. All data shall be provided on portable external drives.

A. Pilot Project:

Prior to beginning the full production of digital orthophotography and subsequent impervious surface feature collection, the Contractor must provide deliverables for a prototype area of 1 square mile. The extent of the pilot project shall be determined by the City and selected Contractor during negotiations and consist of diverse areas.

Upon review and approval of the pilot area by the City, the Contractor shall use resultant adjustments as a guide of image quality, impervious surface feature quality, and spatial accuracy for the rest of the project area.

B. Flight Plan and Logs:

The flight plan shall be distributed to and approved by the City prior to acquisition. Flight logs shall be provided within two days of each flight acquisition to verify flight times related to sun angle specifications.

- Projected flight lines on a map displaying the project area and distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software. Flight lines shall include flight line numbers within the feature attribution, and metadata shall describe the software used to generate the flight plan.
- Image centers of each exposure with date and time of acquired photo included. The data shall be distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.
- Upon completion of acquisition, the Contractor shall provide a collection report summarizing the flight and logs.

C. Calibration Reports:

Camera and digital sensor calibration reports along with a product characterization report validating USGS Digital Aerial Type standards shall be provided.

D. Survey Control Report:

The following information shall be provided in a final survey report.

- Positional AGPS data and a statistical summary of the AGPS adjustment results. IMS sensor orientation and a statistical summary describing the overall accuracy of adjusted IMU data.
- Differentially corrected GPS ground control data used to supplement the AGPS data and a narrative describing all aspects of the ground survey including locations and extent of the network.

- The results and analysis of the constrained least squares adjustment, tables summarizing GPS misclosures, and a description of equipment and software used.

E. Aerial Triangulation Report:

An aerial triangulation report shall be provided upon completion of all adjustments. This report shall include:

- An executive summary of the aerotriangulation solution and its results.
- A detailed narrative of the adjustment process and quality checks for accuracy.
- A description of the software and equipment used to perform the adjustments.
- A listing of the final adjusted coordinates in a spreadsheet or format agreed upon during contract negotiations.

F. Digital Orthorectified Images:

All imagery data shall meet the accuracy standards defined in Scope of Work Table 1, the GeoTIFF and MrSID standards defined in item II.7, and be submitted via portable external drives. All imagery shall register to the existing City orthoimagery database and meet the image quality standards approved by the City during the pilot project.

- Seamless mosaic at 0.5-foot pixel resolution.
- Edge-matched, non-overlapping tiles at 0.5-foot pixel resolution based on the tile scheme.
- provided by the City and shall register to the existing City orthophotography database.
- Images with edge artifacts, mismatch, or voids shall be rejected.
- Breaklines used to correct bridge and overpass distortion shall be provided in a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.

G. Impervious Surface Data:

All impervious surface data shall be provided in a file geodatabase suitable for inclusion in ESRI ArcGIS software. All data shall meet the accuracy standards and specifications described in item III.

- Impervious surface data shall register to the existing City impervious surface database.
- Features shall be segregated into features classes based on type as defined in Table 2. For example, sidewalk features would be stored in a “Impervious” feature class of the file geodatabase.

H. Urban Tree Canopy Data:

All Urban Tree Canopy data shall be provided in a file geodatabase suitable for inclusion in ESRI ArcGIS software. All data shall meet the accuracy standards and specifications described in item III & IV.

- Urban Tree Canopy data shall register to the existing City impervious surface database.

- Features shall be segregated into features classes based on type as defined in Table 3. For example, deciduous tree areas would be stored in a “Deciduous” feature class of the file geodatabase.

I. Progress Reports:

Progress reports shall be provided by email on a weekly basis aerial photography acquisition until delivery of the pilot project, and bi-weekly thereafter until the project is complete. These informal reports shall consist of a summary of production status, major activities completed during the most recent reporting period, description of issues and corrections, and associated status maps or acquired flight lines.

J Metadata:

Complete FGDC-compliant metadata shall be provided for all data in an XML format. The metadata shall provide a complete description of identification, data quality, spatial data organization, spatial reference, and entity and attribute information. The metadata for orthorectified imagery shall also include acquisition dates.

K. Project Report:

A final project report summarizing the flight acquisition, orthorectification process and impervious surface update, quality control and assurance, and deliverables provided shall be provided upon completion of the project. This report shall include a detailed narrative of the analysis, accuracy assessment, and validation of all deliverables.

VI. SELECTION CRITERIA

Minimum Required Information

The City reserves the right to not consider any proposal which is determined to be unresponsive or deficient in any of the information requested for evaluation.

Professional Qualifications - 10 points

- State the full name and address of your organization and, if applicable, the branch office or other sub-ordinate element that shall perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
- Include the number of executive and professional personnel by skill and qualification that shall be employed in the work. Show where these personnel shall be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who shall do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who shall be assigned to the project. Qualifications and capabilities of any sub consultants shall be included.
- State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

Past Involvement with Similar Projects - 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual project completion date and final cost of the project is to be included with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

Proposed Work Plan - 35 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in the RFP Scope of Work. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks. In

addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work shall be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e., when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer to be necessary to the project are to be included in the work plan and identified as proposer-suggested elements. Please discuss proposed connectors, switches, sensors, etc.

Identify all of those, if any, who shall be subcontracted to assist you with this project, and the extent of work for which they shall be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

Fee Schedule - 25 points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include equipment, services, the names, titles, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. The vendor selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

The proposed fee must detail the costs for each of the tasks and is recommended to itemize costs of major individual components. The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Attachment A of this RFP.

Fee proposals shall only be opened for the firms that are going to be interviewed.

Fee proposals shall include the 2012 GIS Data Update and Development Cost Form

AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

PROPOSAL REVIEW

The consultant Selection Committee shall evaluate each proposal by the above-described criteria (A through C) and point system, to select the firms to be interviewed. After firms have been selected, the Committee shall evaluate criteria D for each selected firm and may re-evaluate

criteria C based upon knowledge of the fee proposals for the selected firms. The Committee shall contact references to verify material submitted by the proposers. The City shall determine whether the final scope of the project to be negotiated shall be entirely as described in this Request for Proposal, or a revised scope.

The Selection Committee shall then schedule interviews with the firms selected to be interviewed. The firms selected for interview shall be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal.

The interviews may include up to one-half hour of presentation by the consultants, followed by approximately one hour of questions and answers. The consultant's interview committee shall consist of no more than three representatives of the Proposer's project team (including the person who shall be project manager for this Contract). Audiovisuals aids may be used during the interviews. The selection committee may record the interviews.

The firms interviewed may be re-evaluated by the above criteria (A through D), following the interviews and an adjustment to scoring shall be made if appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued. This may lead to the award of a contract by City Council. The City may reject all proposals if they are determined to be unsuitable by the selection committee.

**City of Ann Arbor, Michigan
2012 GIS Data Update and Development Project
Cost Form**

Prices include services as specified in RFP 804 Scope of Work

Pricing

1. Ortho-imagery Products for Project Area

Spring Natural Color and Near Infrared imagery	
Planning and Ground Control	\$ _____
Flight	\$ _____
Imagery Processing	\$ _____
Spring Imagery Total	\$ _____
Summer Natural Color and Near Infrared imagery	
Planning and Ground Control	\$ _____
Flight	\$ _____
Imagery Processing	\$ _____
Summer Imagery Total	\$ _____

2. Impervious Surface Products for Project Subarea

Impervious Surface File Geodatabase(s)	\$ _____
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3. Urban Tree Canopy Products for Project Subarea

Urban Tree Canopy File Geodatabase	\$ _____
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4. Total Cost of Specified Products	\$ _____
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ATTACHMENT A
AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and _____

("Consultant") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means _____
Project name; File and Subfile No.

Work Statement means a request for specific services or deliverables by the City, a proposal of Consultant, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Consultant Services Agreement Dated"
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
 - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City

- b. The amount of payment
- c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ (type of service) services ("Services") in connection with the Project as described in Exhibit A. Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Consultant, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement. The Consultant understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B or in signed Work Statements as may be agreed upon from time to time. Payment shall be made monthly, unless another payment term is specified in Exhibit B or the applicable Work Statement, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or

limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the

endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.

- B. Living Wage. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified in Exhibit D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement, including any and all Work Statements, shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steve Powers, City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

Exhibit B

2012 GIS Data Update and Development Project General Timeline

October 2011	Request for Proposal (RFP) available for consultants
November 2011	RFP Deadline: November 29 (10:00 pm)
January 2012	Selection Team evaluates consultants Selection Team interviews consultants Selection Team selects consultant Negotiate modifications to proposed scope of services
February 2012	City Council approval of consultant services contract Secure insurance certificates and contract signatures Consultant begins work Project Plan Approved
April 2012	Spring digital orthoimagery acquired
June 2012	Spring orthoimagery prototype area delivered
July 2012	Spring digital orthoimagery completed
August 2012	Summer digital orthoimagery acquired
September 2012	Impervious Surface prototype area delivered Summer orthoimagery prototype area delivered
October 2012	Impervious Surface completed Urban Tree Canopy prototype area delivered
November 2012	Summer digital orthoimagery completed Urban Tree Canopy delivered

EXHIBIT C

FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00

1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

EXHIBIT D

LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).

- (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1:815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:

- (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
 - (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.
- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall

provide satisfactory proof of compliance with the living wage provisions of this Chapter.

- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

* * * * *

1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

* * * * *

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:

- (a) A bona fide training program;
- (b) A summer or youth employment program;
- (c) A work study, volunteer/public service, or internship program.

* * * * *

ATTACHMENT C

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM *Entire Organization (Totals for All Locations where applicable)*

Form #1

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ (Street address) (City) (State) (Zip) County _____ Phone # _____ (Area Code)
 Fax# _____ (Area Code) Email Address _____

EMPLOYMENT DATA															
Job Categories	Number of Employees (Report employees in only one category)														
	Male							Female							TOTAL COLUMNS A-N
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Mixed	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	Mixed	
	A	B	C	D	F	G	H	I	J	K	L	M	N		
Exec/Sr. Level Officials															
Supervisors															
Professionals															
Technicians															
Sales															
Admin. Support															
Craftspeople															
Operatives															
Service Workers															
Laborers/Helper															
Apprentices															
Other															
TOTAL															
PREVIOUS YEAR TOTAL															

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ Phone # _____
(Street address) (City) (State) (Zip) County (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories			Number of Employees (Report employees in only one category)													
	Male							Female							TOTAL COLUMNS A-N	
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Mixed	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	Mixed		
	A	B	C	D	F	G	H	I	J	K	L	M	N			
Exec/Sr. Level Officials																
Supervisors																
Professionals																
Technicians																
Sales																
Admin. Support																
Craftspeople																
Operatives																
Service Workers																
Laborers/Helper																
Apprentices																
Other																
TOTAL																
PREVIOUS YEAR TOTAL																

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**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- _____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2011/12.

b) Please check the boxes below which apply to your workforce:

☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor - 734/794-6500 fax: 734/994-1795

→ ***New rate effective April 30, 2011*** ←

\$11.83 per hour

if the employer provides health
care benefits*

\$13.19 per hour

if the employer does ***NOT***
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time ***must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.***

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violations of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

For Additional Information or to File a Complaint

Contact:

Dee Lumpkin, Procurement Assistant

734/794-6576 or dlumpkin@a2gov.org

** Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

The law requires employers to display this poster where employees can readily see it.