

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6408

LiDAR Acquisition and Processing

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
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WASHTENAW COUNTY

Finance Department

Purchasing Division

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REQUEST FOR PROPOSAL #6408

May 21, 2008

Washtenaw County Purchasing Division on behalf of the Washtenaw County Department of Information Technology is accepting proposals for the acquisition and processing of LiDAR data for Fall 2008.

Sealed Proposals: Vendor will deliver two (2) original and four (4) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107**

By 3:00 pm on Thursday, June 26, 2008

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6408".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or email strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Nate Arnold at (734) 222-6792 or email arnoldn@ewashtenaw.org or Tammy Richards@ (734)222-6568 or richardt@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL

Definitions: “County” - is Washtenaw County in Michigan.

“Bidder” - an individual or business submitting a bid to Washtenaw County.

“Contractor”- One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to acquire (1) airborne LiDAR elevation data and (2) several LiDAR data derivative products for the Washtenaw County area.

The goal of obtaining LiDAR elevation data is to provide high-accuracy elevation information that can be used to provide a base for many derivative products including contour lines and building footprints, as well as as ground control for future orthophotography missions. LiDAR elevation data will enhance the County GIS Program’s ability to provide high-accuracy data layers to its customers, and provide a base for analysis techniques that are not possible with existing elevation data.

Project Details:

I. PROJECT BACKGROUND

The role of Washtenaw County’s GIS Program is to provide geographic data and solutions to various County departments and Local Units of Government (LUGs). The GIS Program consists of a core team of individuals situated in the County’s Information Technology (IT) Department, which is a subset of County Support Services.

In recent years, elevation data has become increasingly important to a modern geographic information system (GIS). With proper elevation data, GIS software is able to perform complex analyses and modeling to support many different disciplines such as emergency preparedness, stormwater management, and land management. GIS provides a unique platform for visualization of data and analysis, and many modern software programs have expanded into three dimensions, using elevation data as a base for 3D visualization. In many cases, communication about spatial data in 3D can be much more compelling than traditional 2D maps.

Existing elevation data for the county is limited to 10-meter United States Geological Survey (USGS) digital elevation models (DEMs) and 7.5’ topographic maps. These data layers are in many cases several decades old, and do not have the accuracy or density required to produce accurate derivative layers. LiDAR elevation data will provide a much greater degree of elevation accuracy and density with which to support applications such as contour line generation, building footprint and height extraction, viewshed analysis, and stormwater management.

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II. SCOPE OF SERVICES

A. General Objectives

Washtenaw County seeks to obtain cost proposals for the following products:

1. **LiDAR Digital Elevation Data** that will be used to create the following products for analysis and cartography:
 - a) A bare-earth Digital Terrain Model (DTM) with breaklines and hydro-enforcement that will support the generation of 2-foot contours.
 - b) A Digital Surface Model (DSM) representing the elevations of structures and vegetation
 - c) Intensity Images to be used to identify impervious surfaces
2. **2-foot Contour Lines** derived from the LiDAR data
3. **Building Footprints** comprised of all structures larger than 10 feet by 10 feet

B. Project Area

The Project area is defined in Figure 1. The project contains the roughly 720 square miles covering Washtenaw County plus a 1/2-mile buffer outside the county boundary, for a total of approximately 780 square miles. The spatial extent of this area will be provided by Washtenaw County for use in mission planning.

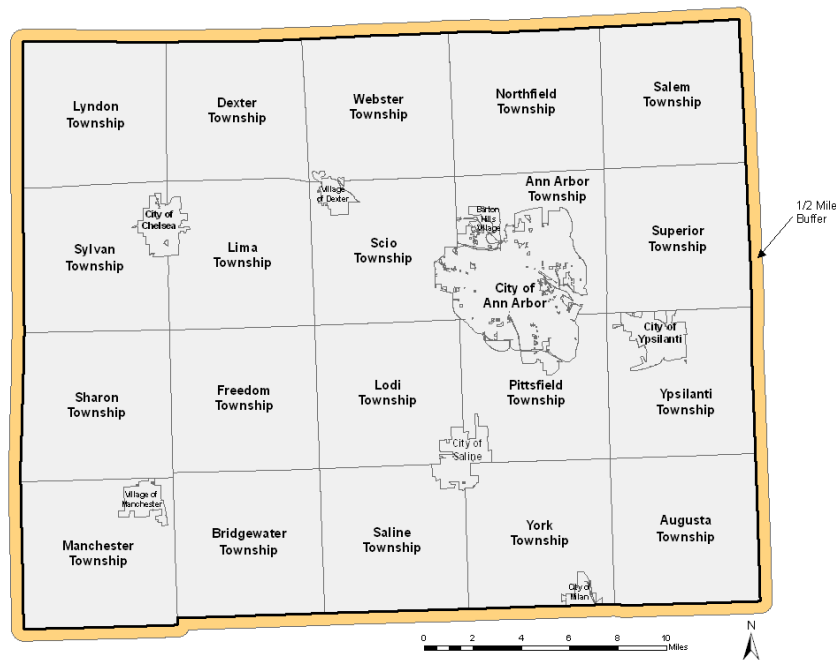


Figure 1 – Project Area

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C. LiDAR Services

LiDAR data acquisition and processing services must be provided in a format consistent with the following minimum specifications. The Respondent must identify any deviations from the specifications in the RFP.

1. LiDAR Acquisition

Digital elevation data must be collected using LiDAR sensor(s) for the project area (defined by the project boundary specified in Section B) 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

2. Sensor and Equipment

Respondents must describe the sensor(s) and related specifications to be used for LiDAR data acquisition. On-board and ground-based GPS and Inertial Measurement Unit (IMU) equipment must be described. The average point spacing collected by the sensor and the final point spacing after filtering must be included in the description of the equipment and processing. Post collection processing methods are described in Section C-8.

3. Aircraft

Respondents must describe the aircraft proposed for the flight mission.

4. Flight Requirements

Prior to initiating the flight mission, the successful Respondent must submit the flight plan, control layout and a copy of the system calibration report. In addition, the proposed tolerances with respect to tilt, crab and side lap must be defined. The flight plan must also include information about scan angle, pulse repetition frequency (PRF), flight altitude, and speed. The Respondent must also address multiple passes over tall structures, if required, to assure complete data coverage.

5. Flight Clearances

The successful Respondent shall comply with all required Federal Aviation Administration regulations and obtain necessary clearances.

6. Re-flights

Any products that do not meet the specifications identified in this RFP must be corrected at no cost to the County. All re-flights must meet with the accepted specifications and flight plans. The same sensor must be used for the re-flights under the same environmental conditions as discussed in Section C-1.

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7. Ground Control

The LiDAR data must be registered to the ground control data provided by the County. The format of the control is identified in Section F-1.

8. Post Processing

Respondents must describe the specific post-processing steps used to produce all proposed deliverables including (if applicable) filtering, point density reduction, calibration, interpolation and hydro enforcement. In addition, the Respondent must identify any photogrammetric, lidargrammetric, automated and manual methods used to produce all proposed deliverables.

9. LiDAR Data Quality

Acceptable LiDAR data quality must meet or exceed the following accuracy standards consistent with Appendix 4B of FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners, dated April 2003 for the 95% confidence level:

- Horizontal accuracy standard for map scale of 1" = 100'
- Vertical accuracy standards for 2-foot contour interval mapping
- Average LIDAR point spacing no greater than 2 meters

The specifications include a minimum of 20 test points for each of the following ground cover categories:

1. Bare earth and low grass
2. High grass, weeds and crops
3. Brush lands and low trees
4. Forested
5. Urban

These points, equally distributed over the project area, will be compared to coordinate values of existing ground control for the purpose of calculating and reporting the Root Mean Square Error (RMSE).

The control points used for quality checking cannot be the same points used for the ground control. The Respondent must describe how the control points will be selected. Information identifying or describing the control points used for the RMSE analysis shall be provided with the accuracy reporting.

Data voids in project area coverage are cause for rejection. Unavoidable voids in the LiDAR data must be supplemented with other mapping methods if approved in advance by Washtenaw County.

A detailed description of all methods proposed to be used by the Respondent to ensure the required data quality must be outlined in the proposal.

10. LiDAR Data Processing

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Respondents must describe the LiDAR data processing methods and how the methods support the general business objectives defined in Section A-1.

D. Other Products and Services

1. Contours

Respondents must describe the data processing methods used to create 2-ft. Contours and how the methods support the general business objectives defined in Section 1. Contours must be hydro-enforced, using reference data provided by Washtenaw County as outlined in Section F-1. Respondents must describe any additional reference and breakline data that will be used to produce contours of sufficient quality to meet ASPRS Class 2 requirements.

The Respondent must discuss the photogrammetric, lidargrammetric, automated and manual methods used to produce the contours, the expected accuracy of the resulting product, and the associated cost. The Respondent must describe the process of breakline addition at ridges, valleys, headwalls, and all other places where the terrain must be defined in order for the contours to accurately reflect the ground elevation and slope. Alternate approaches with alternate accuracy and costs may be proposed.

Attribution of the contours must, at a minimum, consist of (1) an Elevation attribute, (2) an Index/Intermediate contour attribute, and (3) a Depression attribute. The Respondent may recommend additional attribution, if any, and provide sample datasets that illustrates the processing results. The Respondent may request additional data layers from Washtenaw County for the hydro-enforcement of Contours, but the additional layers requested may not be available at the time of contour processing.

2. Building Footprints

Respondents must describe the data processing methods used to create the Building Footprints and how the methods support the general business objectives defined in Section 1.

The Respondent must discuss the photogrammetric, lidargrammetric, automated and manual methods used to produce the Building Footprints, the expected accuracy of the resulting product, and the associated cost. Alternate approaches with alternate accuracy and costs may be proposed. The Respondent must recommend attribution, if any, and provide a sample dataset that illustrates the processing results.

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E. Project Timeline

The project timeline will not specify actual delivery dates as the schedule will be relative to the LiDAR acquisition dates. The following table identifies the relative timelines for the delivery schedule:

Activity	Date
LiDAR Project Kick Off	August, 2008
LiDAR Acquisition	Fall, 2008 (During 'Leaf-off' conditions)
Delivery of Countywide Products (120 days from acquisition)	To be determined
Review of Countywide Products (2 weeks from delivery)	To be determined
Project Complete	To be determined

F. Deliverables

1. Washtenaw County Reference Data

Washtenaw County will provide the successful Respondent with the following data sets in the formats specified below. All data will be provided in Michigan State Plane South Zone Coordinate System, NAD83, International Feet:

- a. Project Area – ESRI ArcGIS 9.2 feature class
- b. Control Data – ESRI ArcGIS 9.2 feature class
Note: The control data will be provided with HARN adjusted coordinates
- c. Surface Water, road centerlines, bridge locations – ESRI ArcGIS 9.2 feature classes
Note: Washtenaw County's existing data layers are 2-D only - they do not have elevation attributes.

Additional deliverables may be provided as agreed upon between Washtenaw County and the successful Respondent. Respondents agree that they will use any and all data provided by the County 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.

2. Project Deliverables

All Products provided to Washtenaw County will be provided in State Plane Michigan South projection with HARN adjustment, International Feet, NAVD88.

All products must be in accordance with FGDC standards for horizontal and vertical accuracy at the 95% confidence level for 1"=100' map scale. In addition, the products must comply with ASPRS Class 2 accuracy standards.

The products must be delivered on a portable USB 2.0 external hard drive provided by the successful Respondent. Upon completion of the 2008 LiDAR Project, the Respondent must transfer the ownership, rights and use of all deliverable products.

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Respondents must, at a minimum, propose to deliver Product 1 from the following table. Respondents are encouraged to provide proposals for Products 2 & 3, which provides the most complete project deliverables. Products proposed under each option must be consistent with the specifications set forth in Sections C and D of the RFP. Additional options proposed by the Respondent will provide Washtenaw County with a basis for cost comparisons between the various options and may be used by Washtenaw County to amend the scope of the project.

Project Deliverables
1. LiDAR Data Products <ol style="list-style-type: none">a. Raw Datab. DTM (Bare Earth)c. DSM (Reflective Surface)d. Intensity Images
2. 2-ft. Contours
3. Building Footprints

Recommended formats for project deliverables are as follows:

1. LiDAR Data Products
 - a. Filtered Raw Data, in LAS (LiDAR Archive Standard, Version 1.1) format.
Note: LAS version 2.0 may be used if this new standard is released by the time of project completion and the change in format is agreed upon between Washtenaw County and the successful Respondent.
 - b. DTM 'Bare-Earth' – subset of Filtered Raw Data enhanced with breaklines and hydro-enforcement in ESRI ArcGIS 9.2 feature class format.
 - c. DSM (Reflective Surface) in ArcGIS 9.2 GRID format
 - d. Intensity Images, ArcGIS 9.2 GRID format
 - e. Accuracy Validation Report including the RMSE analysis.
2. 2-ft. contours, ESRI ArcGIS 9.2 feature class
3. Building Footprints, ESRI ArcGIS 9.2 feature class
4. One copy of the flight plan, control layout and camera/sensor specifications for each flight in digital and hard copy formats.
5. One copy of FGDC compliant metadata in XML format for each product delivered.

Alternative delivery formats may be proposed to support Washtenaw County's business objectives. However, any proposed alternative formats must be fully supported by ESRI's ArcGIS products.

Sample GIS datasets of similar type and quality of those listed above must be supplied with the proposal.

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4. Timeline

The following is a high-level RFP response timeline that is subject to change. Specific project timelines will be developed with the successful Respondent after selection.

Activity	Date
Request for Proposal Released	5/21/08
Proposals Due	June 26, 2008 at 3:00 pm
Proposal evaluation/shortlisted	6/27/08 – 7/16/08
Shortlisted Interviews:	7/21/08 – 7/25/08
Successful Respondent Selected	7/28/08-7/30/08
Protest Period (5 business days)	Ends 8/8/08
Contract established	8/11/08
7-BOC review	8/11/08 – 8/15/08
Service to begin	November 2008

G. Selection Criteria

Washtenaw County will use the following criteria to evaluate the RFP proposals. This is not a comprehensive list, nor does the arrangement imply order of importance:

Compliance with RFP Instructions: The proposal will be evaluated for compliance with the instructions set forth in the RFP. Non-compliance may be grounds for disqualification.

Technical Expertise: The proposal will be evaluated on the Respondent's demonstrated technical ability. Specific expertise in the areas of LiDAR and data compilation will be evaluated. Compliance with the requirements set forth in the RFP and expertise with ESRI's suite of products will also be evaluated.

Quality Control: The proposal will be evaluated on the basis of apparent effectiveness of the Respondent's quality control procedures.

Staff Qualifications: The proposal will be evaluated on the basis of the Respondent's demonstrated staff qualifications.

Similar Project Experience: The proposal will be evaluated on the basis of similar project experience. Technical nature, complexity, size and time frame will be considered.

Delivery Schedule: The proposal will be evaluated on the basis of the Respondent's apparent ability to deliver the proposed products and services to Washtenaw County in a timely manner. The Respondent's production capacity will also be evaluated.

Costs: The proposal will be evaluated on the basis of costs relative to the most responsive, responsible proposal.

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H. Selection Process

The RFP Review Team will use standardized evaluation criteria to score the RFP responses. Once each team member's scores have been completed, a cumulative score will be compiled. A group of highest scoring Respondents will be short listed for further evaluation including reference check and interview(s) that will lead to the final selection.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding quality of service, the Contractor's qualifications and capabilities to provide the specified service, price, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- E. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

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III. VENDOR INFORMATION

The proposal shall include all of the following information. Failure to include all of the required information could result in disqualification of a Bidder.

- A. Qualifications: The responding vendor's qualifications, years in business, staff profile and experience specific to local governments, experience specific to LiDAR data acquisition and processing. List a minimum of 2 LiDAR data acquisition and processing projects that have been completed.

Attach as Addenda A

- B. References: List three (3) references from prior LiDAR project customers. Include organization name, contact name and contact phone number.

Attach as Addenda B

- C. Technical Proposal: Project description including proposed flight plan, description of equipment used, process used to develop derivative products, proposed project schedule, and post processing & quality control procedures.

Attach as Addenda C

- D. Certification that the vendor can meet the project schedule and deliverable specifications listed in the RFP.

Attach as Addenda D

- E. Review **IV. Terms and Conditions Section** (page 10) and concur that these provisions will be met.

Attach as Addenda E

- F. Review **V. Contract Provisions Section** (page 11) and concur that these provisions will be met.

Attach as Addenda F

- G. Sample GIS datasets of similar type and quality of those specified by Section F.

Include with RFP on optical storage media (DVD or CD)

IV. TERMS AND CONDITIONS

AWARD: 1A

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding quality of service, the Contractors' qualifications and capabilities to provide the specified service, price (See: "Low Bidder" following), and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

It is the intention of the County to award the entire bid to one contractor.

TERM OF CONTRACT: 1B

The contract is for the duration of the project outlined in the proposed project schedule.

COST OF RFP: 1C

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

INSPECTION OF FACILITIES: 1D

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts and/or equipment for ability to comply with conditions of the bid.

V. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the GIS Coordinator and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

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3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, **Attn: Support Services**, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission,

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percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.48 per hour with benefits or \$12.28 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2009 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

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Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County and any supporting partners. Any publication of the information or results must be co-authored by the County and any supporting partners.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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BID SHEET – 2008 LiDAR Proposal

PRICING

Product	Cost
1. LiDAR Digital Elevation Data a. Raw Data b. DTM (Bare Earth) c. DSM (Reflective Surface) d. Intensity Images	\$
2. Hydro Enforced 2-ft. Contours	\$
3. Building Footprints	\$

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SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, State and Zipcode
_____ Telephone #	_____ Fax #
_____ Email Address	_____ Purchase Order Email Address
_____ Federal Tax ID #	_____ URL/Website Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.