



REQUEST FOR PROPOSALS

RFP # 13-008

Procurement of Remotely Sensed Data

Issued by:	<u>Nicole A Tragis, Buyer</u> Purchasing Division
Date of Issue:	Friday, December 21, 2012
Pre-Proposal Teleconference:	Friday, January 11, 2013 10:00 a.m., Alaska Time
Deadline for Questions:	Thursday, January 31, 2013 4:30 p.m., Alaska Time
Deadline for Proposals:	Friday, February 8, 2013 Prior to 2:00p.m., Alaska Time

QUESTIONS will be handled by the Purchasing Officer or designated Buyer for this RFP.

PROPOSALS may be mailed or hand-delivered to CBJ the Purchasing Division prior to the deadline. Late proposals will not be accepted.

Proposal Submittals

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS

City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER/PROPOSER	
To submit your bid/proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope.	
S E A L E D	BID/PROPOSAL NUMBER: RFP 13-008
	SUBJECT: Procurement of Remotely Sensed Data
	DEADLINE DATE:
	PRIOR TO 2:00PM ALASKA TIME
	B I D P R O P O S A L

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

1.1	Purpose.....	1
1.2	Funding	
1.3	Contract Period	
1.4	Deadline for Proposals	
1.5	Pre-Proposal Meeting	
1.6	Review of RFP	
1.7	Questions Regarding RFP	
1.8	Pre-Proposal Meeting/Teleconference Sign-up sheet	

SECTION 2 - PROJECT INFORMATION

2.1	Information about Juneau.....	4
2.2	Project Background	
2.3	Information Provided by the City for Preparation of Proposals	
2.4	Scope of Work	
2.5	Deliverables	
2.6	Electronic Deliverables	
2.7	Project Management and Project Schedules	
2.8	Additional Information	
2.9	Acronyms used in Scope of Work	
2.10	Proposal Deliverable Specification and Cost Table	

SECTION 3 - PROPOSAL CONTENT REQUIREMENTS

3.1	Title Page.....	13
3.2	Letter of Transmittal	
3.3	Table of Contents	
3.4	Executive Summary of Proposal, Addressing Elements of Evaluation Methodology	
3.5	Methodology to be Used for the Project	
3.6	Discussion of Expertise and Methodology for Providing each Project Deliverable	
3.7	Management Plan for Project	
3.8	Samples of FGDC Compliant Metadata Files for LiDAR and Orthoimagery	
3.9	Completed "Proposal Deliverable Specification and Cost Table"	
3.10	Licensing and Deliverables and Derivatives in Public Domain	
3.11	Price Proposal of Total Project	
3.12	Juneau Proposal Preference	

SECTION 4 – RULES GOVERNING COMPETITION

- 4.1 Evaluation17
- 4.2 Criteria
- 4.3 Disclosure of Proposal Contents
- 4.4 Irrevocability
- 4.5 Costs
- 4.6 Right to Waive
- 4.7 Rejection of Proposals
- 4.8 Cancelation
- 4.9 Selection
- 4.10 Protests
- 4.11 Negotiations
- 4.12 Award

SECTION 5 - TERMS & CONDITIONS

- 4.13 Insurance Requirements21
- 5.1 Review of Contract
- 5.2 Nondisclosure and Confidentiality
- 5.3 Vendor Tax Status.
- 5.4 Licensing Requirements
- 5.5 Compensation.
- 5.6 Additional Services
- 5.7 Substitutions
- 5.8 Definitions

APPENDIX A - Map of Project Area and Priority Areas

- ATTACHMENT A - Insurance Requirements
- ATTACHMENT B - Sample Proposal Evaluation Form
- ATTACHMENT C - City & Borough of Juneau Standard Contract

SECTION I - GENERAL INFORMATION

- 1.1 **Purpose.** The City and Borough of Juneau (City or CBJ) seeks proposals from qualified firms for the provision of professional services. It is the intent of the City to enter into a contract with this successful Proposer to acquire recent remotely sensed topographic data and orthoimagery.
- 1.2 **Funding.** The City is funding this contract with federal grant funds managed by the State of Alaska Department of Commerce, Community, and Economic Development. The budget for this project is \$320,000.
- 1.3 **Contract Period.** The contract period will be from date of award (no later than April 1, 2013) through December 2013.
- 1.4 **Deadline for Proposals.** Six (6) copies of sealed proposals must be received by the Purchasing Division **prior to 2:00 p.m. Alaska Time on Friday February 8, 2013**, or such later time as the Purchasing Officer may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned. Faxed or emailed proposals will not be accepted.
- 1.5 **Pre-Proposal Meeting.** A non-mandatory pre-proposal meeting and teleconference will be held at **Juneau City Hall Room 224 in Juneau, Alaska, at 10:00 a.m. Alaska Time on Friday January 11, 2013.** Persons interested in submitting proposals are encouraged to attend or participate via teleconference by calling (907) 586-0220. Please confirm participation by completing and returning the "Pre-proposal Sign-up Sheet" at the end this Section, at least 24 hours before the pre-proposal meeting or by calling (907) 586-5258. Interested persons are encouraged to fax their written questions in advance of the meeting.
- 1.6 **Review of RFP.** Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments must be made in writing and received at least 10 (ten) days prior to proposal deadline. This will allow issuance of any necessary addenda, if appropriate. The Purchasing Officer will not uphold protests based on any omission or error, or on the content of the RFP, if these faults have not been brought to the attention of the Purchasing Officer as noted above.

- 1.7 Questions Regarding RFP.** The City Purchasing Officer or her designated buyer is the sole point of contact for this RFP. Requests for an interpretation must be made in writing at least seven business days prior to proposal deadline. If requesting by FAX or Email, include the RFP name and number on the subject line. No oral interpretations concerning this RFP will be made.

The Buyer for this procurement is:

Nicole A Tragis, Buyer

PHONE (907) 586-5258 **FAX** (907) 586-4561

EMAIL Purchasing@ci.juneau.ak.us

**1.8 SIGN-UP SHEET
PRE-PROPOSAL MEETING & TELECONFERENCE**

If your firm would like to take part in the pre-proposal meeting/teleconference, please fill out this form and fax it to the Purchasing Division prior to meeting day. An agenda will be sent to all participants.

Facsimile Transmittal



To: Purchasing Division

Fax: (907) 586- 4561

City & Borough of Juneau

ATTN: Bid Specialist

From:

Date:

Re: Pre-Proposal Meeting sign-up

Pages: ____ , including this cover page

RFP 13-008 Habitat Mapping &
Analysis

Our Firm would like to take part in the pre-proposal meeting / teleconference at

Friday January 11, 2013 10:00 a.m. Alaska Time

Firm:_____

Phone No._____ Fax No._____

E-mail Address (optional):_____

Representative's Name: (please print)_____

Questions related to the Request for Proposals

SECTION 2 – PROJECT INFORMATION

2.1 Information about Juneau.

- a. **Geography.** Juneau is located along the Inside Passage within the Alexander Archipelago. Part of the mainland, Juneau consists of 3,250 square miles, including 928 square miles of ice cap and 704 square miles of water. This rugged terrain rises from ocean to a mountainous ice field in only a few miles. Juneau is accessible only by air or sea. Seattle is located approximately 970 air miles to the south and Anchorage approximately 570 air miles to the northwest. Additional information about Juneau is available on the City's website at www.juneau.org. The CBJ is not accessible by road. All personnel and equipment associated with this project must arrive by scheduled airline, ferry and /or barge service, or by private aircraft or boat.
- b. **Climate.** Juneau is a coastal community influenced by a mild maritime climate. The Juneau International Airport (JNU) lies in an area influenced by the Japanese current, which creates significant precipitation and overcast conditions. Average summer temperatures range from 44 degrees to 65 degrees and winter temperatures range from 25 degrees to 35 degrees. Average rainfall is 56 inches in the airport area and 80 inches downtown. Weather information about Southeast Alaska and Juneau can be obtained at <http://pajk.arh.noaa.gov>.
- c. **Population and Economy.** Juneau's population is approximately 31,000. Information on Juneau's economy is available from the Juneau Economic Development Council's website: www.jedc.org, see Latest Economic Indicators.
- d. **City Government.** Juneau is a home-rule municipality with a 9 member Assembly, including the Mayor. It has a council-manager form of government and is the capital of Alaska. A description of the City's government is available at www.juneau.org.

2.2 Project Background.

The project, entitled "The City and Borough of Juneau Habitat Mapping and Analysis Project, Procurement of Remotely Sensed Data," is a part of a four-year project funded with a \$1.6 million federal grant from the U.S. Fish and Wildlife Service. Grant funds are managed by the State of Alaska Department of Commerce, Community, and Economic Development. LiDAR and Orthoimagery acquisition is the first and most critical stage of this four year project.

The purpose of this project is to acquire remotely sensed data that can be used to develop stream maps, to conduct wetland surveys, and to develop wetland classifications. Data may also be used to support private and public development projects, and for hazard analysis. The data must be obtained in the early spring during leaf-off, post-snowmelt conditions to support the wetland survey component of the project.

2.3 Information provided by the City for Preparation of Proposals.

The CBJ's GIS has some basic electronic maps available as ESRI shapefiles which may be helpful in the preparation of proposals (contained in the zipfile juneau_lidar_and_imagery_2013_aoi.zip on the CBJ's FTP site). These include a rudimentary Alaska shoreline, road centerlines acquired by GPS, and a set of three polygon shapefiles that define priority areas of this project. The zipfile can be downloaded from:

ftp://ftp.ci.juneau.ak.us/pub/CBJ_Bid_Documents/Juneau_Lidar_Orthoimagery_2013/GIS_files/

2.4 Scope of Work.

The following services shall be required in the performance of this contract, and in achieving the City's project objectives:

2.4.1. Purpose

The City and Borough of Juneau, Alaska (CBJ), is in the process of updating its electronic maps of wetlands and stream courses within its borough boundaries.

To assist in the update of these maps, the CBJ requires new or recent topographic data and multiband orthoimagery for approximately 142 square miles in the borough.

2.4.2. Overview

The data acquisition for this project has two components:

- . topography (via LiDAR), and
- . multiband orthoimagery.

It is not a requirement that these products be acquired simultaneously, but same season (i.e., near concurrent acquisition, differing at most by several weeks) between mid-April and early May is highly preferred. Archival imagery more recent than April 2011 will be considered, although it is not preferred, provided the imagery meets all requirements for leaf-off, no-snow, no clouds or fog, and lack of high contrast shadowing.

For Priority Area One (approximately 82 square miles),

- . LiDAR average densities at a minimum of 5 first-return pulses per square meter are required (5-10 returns desirable), and
- . orthoimagery with 15 cm pixels are preferred (not larger than 30 cm), and
- . orthoimagery with a minimum of 4 bands (RGB+IR) is required (4-8 bands desirable).

For Priority Areas Two and Three (approximately 60 square miles), the LiDAR average density requirement is reduced to 2 points / square meter minimum, and the orthoimagery pixel size requirement is relaxed to 60 cm minimum.

The project is further constrained by requirements related to vegetation and snow conditions; i.e., leaf-off and “no-snow” (below 500 feet). In Juneau, this implies a probable acquisition period from mid-April (earliest) through mid-May (latest).

In addition, Juneau has a high tidal range (circa 23 feet). It is desirable, but not required, that LiDAR and imagery for the intertidal area be acquired during times of extreme low tides (e.g., below mean lower low water (MLLW)). Extreme (spring) low tides for Juneau occur on April 11 and April 27, 2013.

2.4.3. **Public Domain**

Deliverables for this project, and subsequent derivative products, will be made available in the public domain. Proposals for this project must address how this licensing requirement will be met.

2.4.4. **General Conditions**

The proposer shall furnish all facilities, labor, materials, and equipment, to provide the mapping services and project deliverables included in response to this RFP.

2.4.5. **QA/QC**

Proposals must include a description of QA/QC tests to be conducted by the proposer, and identify suitable documentation (QA/QC reports) to be included as project deliverables.

In addition, the CBJ has made arrangements with the USGS and USFS to conduct internal and independent QA/QC of the delivered LiDAR data and orthoimagery. These QA/QC tests will be conducted as an additional check on data accuracy.

2.4.6. **Documentation**

Project deliverables must be documented with suitable FGDC compliant metadata (XML format). Proposals must include samples of metadata files (LiDAR and orthoimagery) created by the proposer for similar projects.

2.4.7. **Licensing**

All data and deliverables for this project and subsequent derivative products must be available for the public domain. Proposals must directly address this need.

2.4.8. **Datum and Projection**

The City and Borough of Juneau's GIS horizontal datum and projection is NAD83, Alaska State Plane 1 (U.S. survey feet). For vertical datum, nominal NAVD88 is appropriate, in units of feet, adjusted for Geoid09, with vertical zero set at MLLW.

2.5 **Deliverables.**

The following deliverables shall be required in the performance of this contract, and in achieving the City's project objectives:

2.5.1. **LiDAR**

1. LiDAR format LAS 1.12 or 1.13, in record format 1, 3, 4, or 5. Each return must have a unique timestamp (related to GPS time of acquisition).
2. Two versions of the full raw point cloud data (one with ellipsoidal heights, and the other with orthometric heights), for each project priority area, to include multiple returns (minimum first and last returns) are required. For Priority Area One, the minimum nominal point density for first returns is 5 points / square meter. For Priority Areas Two and Three, the minimum nominal point density is 2 points / square meter. The point cloud datasets must include a common set of timestamps as point identifiers, to allow for correlation between the versions.

Vertical values of the two versions:

- Ellipsoidal elevations (WGS84), and
 - Orthometric NAVD88 elevations (Geoid09),
with "zero" at mean lower low water for Juneau.
3. Clear explanation of how LiDAR ellipsoidal elevations were converted to orthometric (Geoid09) elevations in the project area.
 4. Classification of point cloud data into the following categories (minimum):
 - code 1 - processed, but unclassified
 - code 2 - bare-earth (ground)
 - code 7 - noise (low or high, manually identified; if needed)
 - code 9 - water
 - code 10 - ignored ground (bare earth, proximal to established breaklines)

Additional classification into different vegetation types is desirable, but not required.

5. Intensity of each return.

6. Bare Earth Surface (Raster DEM) with 1 meter cell size, based on orthometric (Geoid09) elevations. Depressions and sinks are to be left unfilled, but the DEM should be processed to include hydro-flattening of large water bodies (greater than ~ 2 acres), and major rivers. Voids in the DEM shall be identifiable with a suitable no-data value.
7. Suitable breaklines for subsequent development of contours.

2.5.2. **Orthoimagery**

The CBJ recognizes there is a trade-off between the size of pixels and the number of bands that can be acquired and provided as digital orthoimagery. The preferred (minimum) product for the project's Priority Area One is 15 cm pixels, with four bands (RGB+IR). In no event shall the RGB pixel size for Priority Area One exceed 30 cm (1 foot). Vendors are encouraged to provide proposals that meet or exceed project requirements for imagery. Proposals may also include alternatives (different pixel sizes, and additional bands), with suitable rationale, as long as the project's basic requirements for orthoimagery are met.

1. For Priority Area One, 15 cm pixel size preferred (not to exceed 30 cm), RGB+IR tiled orthoimagery, meeting or exceeding horizontal global accuracy across the project area of 1 meter (1 RMSE).
2. For Priority Areas Two and Three, maximum pixel size is 60 cm, RGB+IR tiled orthoimagery, meeting or exceeding horizontal global accuracy across the project area of 1 meter (1 RMSE).
3. New imagery (for 2013) is preferred, but archived imagery will be considered (acquired no earlier than April 2011, during leaf-off, no-snow under 500ft conditions, no clouds or fog, and no high contrast shadowing).
4. Best practices for aerial imagery acquisition must be followed, including
 - a) leaf-off conditions,
 - b) no snow below 500 feet,
 - c) no fog and obstructing clouds in the imagery, and
 - d) minimum shadowing due to sun angle at time of acquisition.

Proposals should specifically address procedures that will be followed to guarantee these conditions.

5. Proposals shall include the target wavelengths of all bands to be acquired.
6. Pixels in imagery files that lie outside the boundary of delivered imagery shall be set to a suitable no-data value.

2.5.3. **QA/QC**

1. Vendor shall acquire and provide a minimum of 20 differentially corrected GPS ground control checkpoints, distributed across the priority one project area, to ensure accuracy of LiDAR data and accurate georectification of orthoimagery.
2. Proposals shall describe QA/QC procedures, and produce associated project reports, that ensure that project accuracies and conditions are met or exceeded.
 - a. Absolute LiDAR accuracies:
 - LiDAR horizontal accuracy: 1 meter (1 RMSE)
 - LiDAR vertical accuracy: 12.5 cm (1 RMSE)
 - b. Relative LiDAR vertical accuracies:
 - <= 7 cm (1 RMSE) within swaths,
 - <= 10 cm (1 RMSE) within swath overlap (between adjacent swaths)
 - c. LiDAR flight-line overlap: 20% or greater
 - d. Contiguous data voids in LiDAR first returns that exceed 4 square meters within a single swath are not acceptable, unless due to water or land cover with low IR reflectivity.
 - e. The spatial distribution of geometrically usable points is expected to be uniform and free from clustering. Proposals should describe procedures for ensuring that statistically significant clustering of data does not occur.
 - f. Global horizontal positional accuracy of orthoimagery: 1 meter (1 RMSE).

2.5.4. **Metadata, to include, at minimum:**

1. Individual fully FGDC compliant metadata files (XML format or equivalent), for each primary deliverable: the raw LiDAR point cloud (ellipsoidal), the LiDAR classified point cloud (orthometric), the LiDAR 1 meter bare earth DEM, and the tiled digital imagery.
2. Collection Report with mission planning and flight logs.
3. Survey Report detailing control and reference points used in QA/QC.
4. Processing Report detailing methods used for calibration, classification, and generation of final deliverables.
5. QA/QC Reports (detailing analysis, accuracy assessment, and validation) of point cloud data, the bare earth DEM, and the digital orthoimagery.

6. Shapefiles of the following:
 - a. ground control points used by the project,
 - b. flight-lines flown for data acquisition, depicting plane locations at GPS second intervals,
 - c. breaklines,
 - d. tiling used for raw LiDAR data, DEM, and orthoimagery, and
 - e. the precise extents of LiDAR and orthoimagery coverage.
7. Documentation of LiDAR point classification, and methodology.
8. Documentation of process for converting from ellipsoidal heights to orthometric heights, with zero elevation at mean lower low water for the Juneau area.
9. Documentation of development of breaklines for use with delivered LiDAR data.

2.6 Electronic Deliverables.

All project deliverables, including reports and documentation, shall be provided to the CBJ on a suitable portable hard drive. Files shall be in standard industry formats, agreed upon in the final project contract. An additional copy of all deliverables shall be provided to the CBJ on a separate hard drive, for backup purposes.

2.7 Project Management and Project Schedules.

After a vendor is selected, the project will proceed according to the following basic milestones:

1. Finalize Contract

After a proposal is accepted by the CBJ (expected no later than Feb 15, 2013), a contract will be finalized (anticipated by March 15, 2013), with an associated task order that establishes the project schedule, appropriate and regular progress reports, phased payment schedule, the definition of a suitable project pilot area, specifics of product delivery and associated media, and other details.

2. Project Kick-Off meeting

This meeting will outline communication procedures, local contacts, terms for vendor to report progress on the project, finalization of project pilot area, and details for delivering interim work products.

3. Begin Data Acquisition

The date for LiDAR data acquisition is expected to begin around April 13, 2013. Acquisition of orthoimagery is expected to occur in the same time frame.

4. Delivery of Project Pilot Area Data

No later than 8 weeks after data acquisition begins.

5. Review of Pilot Area Data

Within four weeks after delivery of pilot area data, CBJ will make a formal determination regarding whether the pilot data are acceptable.

6. Delivery of Final Project Data

Delivery of project data and all associated deliverables shall be completed no later than six months after pilot area data has been accepted.

7. Review of Final Project Data

Within six weeks after delivery of the final project data and deliverables, the CBJ will provide a final decision on the acceptability of the data.

2.8 **Additional Information.**

Local weather can be below VFR minimums at any time of the year. The Juneau area is known to experience high winds which can affect operations at the Juneau International Airport. Contractors may have to plan for non-operational days due to weather.

For real-time local airport and remotely-sensed wind data, see:

<http://pajk.arh.noaa.gov/jaws/jaws.php>

For tides, select "Tide Predictions" from:

<http://tidesandcurrents.noaa.gov/geo.shtml?location=9452210>

For civil twilight in 2013 for the Juneau area, see:

http://aa.usno.navy.mil/cgi-bin/aa_rstablew.plhttp://aa.usno.navy.mil/cgi-bin/aa_rstablew.pl

2.9 **Acronyms used in Scope of Work**

CBJ	City and Borough of Juneau	NAVD88	North American Vertical Datum of 1988
DEM	Digital Elevation Model	QA/QC	Quality Assurance / Quality Control
FGDC	Federal Geographic Data Committee	RGB	red, green, and blue (bands for imagery)
Geoid09	Geoid model for Juneau area, 2009	RMSE	Root Mean Square Error
GIS	Geographic Information System	USFS	United States Forest Service
IR	infra-red (band for digital imagery)	USGS	United States Geological Survey
LiDAR	Light Detection and Ranging	WGS84	World Geodetic System of 1984
MLLW	mean lower low water (tide level)	XML	extensible markup language
NAD83	North American Datum of 1983		

2.10 Proposal Deliverable Specification and Cost Tables

Proposals shall include a completed version of the following tables. Please note these tables are informational only, and are not intended to be a statement of the proposed total cost of the project to the CBJ. For example, if appropriate, proposers may choose to exclude the cost of mobilization from these cost figures.

In Table 1, specify proposed nominal LiDAR first return point densities and unit costs for each priority area. In Table 2, for orthoimagery, specify the proposed pixel size, and list the proposed bands (and target wavelengths) for each priority area. In Table 3, specify the unit cost for RGB imagery at one and two foot pixel sizes for the project's priority areas. This RGB imagery is not a deliverable in this project, but this information will assist the CBJ with the evaluation of received proposals.

Table 1	Project Priority 1 Area (82 square miles)		Project Priority 2 Area (16 square miles)		Project Priority 3 Area (44 square miles)	
	Proposed first return point density (pts / sq meter)	Unit Cost (per sq mile)	Proposed first return point density (pts / sq meter)	Unit Cost (per sq mile)	Proposed first return point density (pts / sq meter)	Unit Cost (per sq mile)
LiDAR						

Table 2	Project Priority 1 Area (82 square miles)		Project Priority 2 Area (16 square miles)		Project Priority 3 Area (44 square miles)	
	Proposed pixel size and Proposed Bands	Unit Cost (per sq mile)	Proposed pixel size and Proposed Bands	Unit Cost (per sq mile)	Proposed pixel size and Proposed Bands	Unit Cost (per sq mile)
Ortho-imagery						

Table 3	Project Priority 1 Area (82 square miles)		Project Priority 2 Area (16 square miles)		Project Priority 3 Area (44 square miles)	
	RGB 1 foot pixels	Unit Cost (per sq mile)	RGB 1 foot pixels	Unit Cost (per sq mile)	RGB 1 foot pixels	Unit Cost (per sq mile)
RGB Ortho-imagery	1 foot		2 foot		2 foot	

(Include a completed copy of this page with your proposal)

SECTION 3 - PROPOSAL CONTENT REQUIREMENTS

Proposals are to be prepared in such a way as to provide a concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3.1 Title Page. Include the following information on the title page:

- a. The RFP number and name
- b. Proposer's name (legal name of entity)
- c. Mailing address
- d. Telephone number(s)
- e. FAX number
- f. Email address (if available)
- g. Web site address (if available)

3.2 Letter of Transmittal. Limit to no more than two pages:

- a. Briefly describe your understanding of project and summarize the proposer's qualifications and capabilities to meet RFP requirements.
- b. Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract. Include their title(s), address(es), and telephone.
- c. Acknowledge receipt of addenda issued for this RFP, if any.
- d. Provide notice that you qualify as a "Juneau Proposer" (see Section 3.8).
- e. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

3.3 Table of Contents.

Clearly identify the materials by section, subsection, and page number following this sequence.

3.4 Executive Summary of Proposal, Addressing Elements of Evaluation Methodology.

Proposals will be evaluated according to criteria found in Section 4.1. Proposers are referred to that section, to assist in providing concise summaries of the following elements.

In summarizing how the proposal addresses these elements, proposers may choose to also reference other sections of the proposal for additional relevant specifics and details.

Provide summaries of how the proposal addresses the following elements:

- 3.4.1 Project Specifications and Deliverables. (Weight 30%)
- 3.4.2 Total Project Price Proposal. Include specifics (as needed) in Section 3.12. (Weight 10%)
- 3.4.3 Proposer Experience. (Weight 20%)
- 3.4.4 Quality Assurance and Quality Control. (Weight 15%)
- 3.4.5 Contingency Planning. (Weight 15%)
- 3.4.6 Completeness of Coverage. (Weight 5%)
- 3.4.7 Juneau Proposer Preference. (Weight 5%)

3.5 Methodology to be Used for the Project.

Provide a detailed, comprehensive narrative that sets out the methodology you intend to employ, and demonstrate how your methodology will serve to accomplish the scope of work and achieve the City's objectives. Discuss any operational plan, problem solving approaches, techniques, standards or creative methods to be used for getting the job done. Include a proposed project schedule and time line, which identifies major tasks and project milestones.

3.6 Discussion of Expertise and Methodology for Providing each Project Deliverable.

For each primary deliverable, discuss the firm's experience and methodology for its acquisition and development of project deliverables, with emphasis on the specifications for this project:

- a. LiDAR at different nominal densities; in particular at minimum 5 points / square meter
- b. Bare-earth DEM derived from LiDAR
- c. Orthoimagery at different resolutions and with different bands
- d. QA/QC procedures to ensure product quality
- e. Fully compliant FGDC metadata

3.7 Management Plan for the Project.

Provide a management plan you intend to follow, and demonstrate how the plan will serve to accomplish the scope of work and achieve the City's objectives. Include the following as part of your plan:

- a. Organizational chart specific to personnel assigned to accomplish the work, including any sub-consultants;

- b. lines of authority;
- c. individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority;
- d. discuss how this project fits into your overall organizational structure and the current work load; and
- e. describe your approach to project monitoring, control, risk assessment and management (e.g. predicating potential problems, problem escalation, taking corrective action, identifying variances from the project management plan, and resolving project problems or contractual disputes).

3.8 Samples of FGDC Compliant Metadata Files for LiDAR and Orthoimagery.

Proposals must include two examples of fully compliant FGDC metadata produced by the proposer for similar projects. One example of this metadata should be for a LiDAR point cloud product, or LiDAR-derived DEM. The other example should be for an orthoimagery dataset.

This metadata documentation can be provided as formatted text (suitable for printing), or as XML files (or equivalent), or both.

3.9 Completed “Proposal Deliverable Specification and Cost Tables”.

The proposal must include a completed set of the tables described in Section 2.10 (Tables 1, 2, and 3).

3.10 Licensing and Deliverables and Derivatives in Public Domain

All data and deliverables for this project and subsequent derivative products must be available for the public domain. Proposals must directly address this requirement

3.11 Price Proposal of Total Project.

The CBJ recognizes that planning for and covering the cost of contingencies, particularly with respect to suitable weather conditions, can be a factor in this type of project. The CBJ anticipates that data acquisition can be completed in approximately five to seven days, under suitable conditions, and that all (final) deliverables can be produced and delivered within six to eight months after data acquisition.

The CBJ requests a fixed-price cost for proposals meeting the requirements of this project. This fixed-price cost to the CBJ must include all expenses incurred by the proposer to administer their proposed work, and to produce and deliver all project deliverables, including, but not limited to, for example, the costs for equipment mobilization, the cost of data acquisition, the cost preparing deliverables and reports, and any and all other related expenses.

Price Proposal will be evaluated using the following formula for award of points.

LOWEST Price Proposal of all proposals (**a**) x 10 (maximum price proposal points = (**b**)

MAXIMUM points for lowest proposal (**b**) / dollar value of the price proposal for your proposal = Points awarded for evaluation of the proposal.

3.12 Juneau Proposer Preference.

Submit a statement as to how you qualify for Juneau Proposer status, if applicable. **You must be qualified by CBJ at the time of submittal of your proposal to receive preference points.** Points equal to 5% of the total evaluation points will be given to any Proposer who has demonstrated that they meet the criteria outlined in the City Ordinance 53.50.010 and 53.50.050. The Ordinance is available at:

http://library.municode.com/HTML/13307/level3/PTIICOOR_PTIIOTPR_CH53.50PUSUSE.html

SECTION 4 – RULES GOVERNING COMPETITION

4.1 Evaluation. An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Proposal Evaluation Form (ATTACHMENT B). Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking.

Proposal Scoring Methodology.

Proposals will be evaluated and scored according to the following criteria:

4.1.1 Meets Project Specifications and Deliverables. (Weight 30%)

The proposal provides a comprehensive narrative that illustrates:

- 1) a thorough understanding of the project specifications (including the project schedule and deadlines, deliverables, and specifications);
- 2) demonstrates a complete, practical, logical and feasible approach in carrying out the scope of work and fulfilling the project requirements;
- 3) addresses challenges or problems related to the project; and
- 4) documents the ability to meet project specifications with available equipment and personnel during the timing window.

4.1.2 Total Project Price Proposal (Weight 10%)

Points will be awarded based on the formula in 3.12 based on the response for the total fixed price.

- 1) Demonstrates an ability to stay within the project's \$320,000 maximum amount;
- 2) proposal includes a completed "Proposal Deliverable Specification and Cost Table"; and
- 3) proposal explicitly grants the CBJ rights to all deliverables and subsequent derivatives, and grants the CBJ rights to place deliverables and derivatives in the public domain.

4.1.3 Proposer Experience. (Weight 20%)

The proposal clearly identifies the project team, and describes the team's specialized experience, capabilities, and unique qualifications for the performance of the work. Includes the following:

- 1) demonstrates experience in completing similar projects on time and within budget in the past five years;
- 2) provides references (name, phone and project) to document experience with similar projects, and verifies that the contacts will be available to provide references during the evaluation period; and
- 3) provides resumes for key project personnel and the organization of the project team; including personnel who have experience in project management, remote sensing, GIS, and includes at least one licensed land surveyor.

4.1.4 Quality Assurance and Quality Control. (Weight 15%)

The proposal:

- 1) documents an understanding of necessary quality control measures;
- 2) documents specific methods by which quality control measures will be implemented;
- 3) demonstrates firm's accountability;
- 4) provides references regarding quality control on other relevant projects;
- 5) illustrates the lines of authority and communication;
- 6) exceeds the minimum needed to achieve the project objectives; and
- 7) meets the schedule.

4.1.5 Contingency Planning. (Weight 15%)

- 1) Describes how the project will meet specifications, deadlines, and deliverables in the event of poor weather conditions; and
- 2) provides examples of how weather issues have been addressed in similar projects.

4.1.6 Completeness of Coverage. (Weight 5%)

The proposal covers the areas described as Priority Areas One, Two, and Three.

4.1.7 Juneau Proposer Preference. (Weight 5%)

The proposal includes documentation supporting Juneau Proposer preference, if applicable.

4.2 Criteria.

The committee will evaluate proposals based on their content in Section 3, and use the criteria outlined in **Section 4.1** for determining the most advantageous proposal to the City. Points will be awarded on how well proposals meet the criteria.

4.3 Disclosure of Proposal Contents. The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information.

Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc.) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

4.4 Irrevocability. All proposals must be irrevocable for 90 days from submission date.

4.5 Costs. All costs incurred by the proposer in preparation of the proposal, including any interview costs, shall be the responsibility of the Proposer.

4.6 Right to Waive. The Purchasing Officer may waive any informality or minor irregularity in the proposals or proposal process. Informalities or minor irregularities:

- a. Do not affect responsiveness;
- b. Are merely a matter of form or format;
- c. Do not change the relative standing or otherwise prejudice other proposals;
- d. Do not change the meaning or scope of the RFP; or
- e. Do not constitute a substantial reservation against a requirement or provision.

4.7 Rejection of Proposals. Only responsive and responsible Proposers will be considered for evaluation. The Purchasing Officer may reject any proposal that does not comply with all the material and substantial, terms, conditions and performance requirements of the RFP. Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the Purchasing Officer may determine that proposal to be a non-responsive counter-offer and the proposal may be rejected.

4.8 Cancellation. The City may decide to cancel the solicitation at any time prior to award if it is its best interest, in which case no award will be made.

4.9 Selection. The City will post a notice of evaluation results and the apparent successful Proposer as soon after the deadline as possible. The notice will be sent to all Proposers.

4.10 Protests. The protest period begins following the posting of the notice. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest", available online at

http://library.municode.com/HTML/13307/level3/PTIICOOR_PTIIOTPR_CH53.50PUSUSE.html

or from the CBJ Purchasing Division.

4.11 Negotiations. Following the posting of evaluations, the successful Proposer may be invited to enter into contract negotiations with the City. If held, negotiations shall be within the scope of the RFP and limited to those items which would not have an effect on the ranking of proposals. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

4.12 Award. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant.

SECTION 5 – TERMS & CONDITIONS

- 5.1 Insurance Requirements.** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified in ATTACHMENT A. The Consultant and its insurance carrier waive subrogation against the City.
- 5.2 Review of Contract.** Attached to this RFP is the City's standard agreement (ATTACHMENT C) which should be carefully reviewed by you, as it is the form of agreement that the City intends that you sign in the event of acceptance of your proposal.
- 5.3 Nondisclosure and Confidentiality.** Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.
- Confidential information, as used herein, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).
- 5.4 Vendor Tax Status.** Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.
- 5.5 Licensing Requirements.** Vendor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform services in the State of Alaska. The business license can be obtained online at www.dced.state.ak.us/occ/buslic.htm. Other licensing information may be required prior to award, if requested by the City. Professional or occupational licensing information is available at www.dced.state.ak.us/occ/home.htm.
- 5.6 Compensation.** As full compensation for all services and obligations in connection with this contract, the CBJ will pay for work according to a phased fee schedule to be finalized during contract negotiations.

5.7 Additional Services. If the City anticipates additional work pertaining to the development of this project during the contract period, the City may amend the work according to the CHANGES provision of the attached contract (ATTACHMENT C).

5.8 Substitutions. Substitutions for professional staff or for sub-consultants or their professional staff during the course of the contract can only be made with the prior written consent of the Project Manager.

5.9 Definitions. The following terms used in this RFP shall be defined as:

“City” or “CBJ” means the City and Borough of Juneau, Alaska.

“Consultant” or “Contractor” or “Vendor” means the successful Proposer; the firm or individual to be awarded the contract for this project.

“Person” means a natural person, partnership, corporation, association, or other legal entity.

“Project” or “Work” means the entire body of work to be performed, including the scope of service and requirements of the RFP.

“Proposer” or “You” means the person or any authorized representatives who have submitted a proposal in response to this RFP.

“Planholder” means a person who has been listed with City by name and address for purposes of notification on all City communications concerning this RFP.

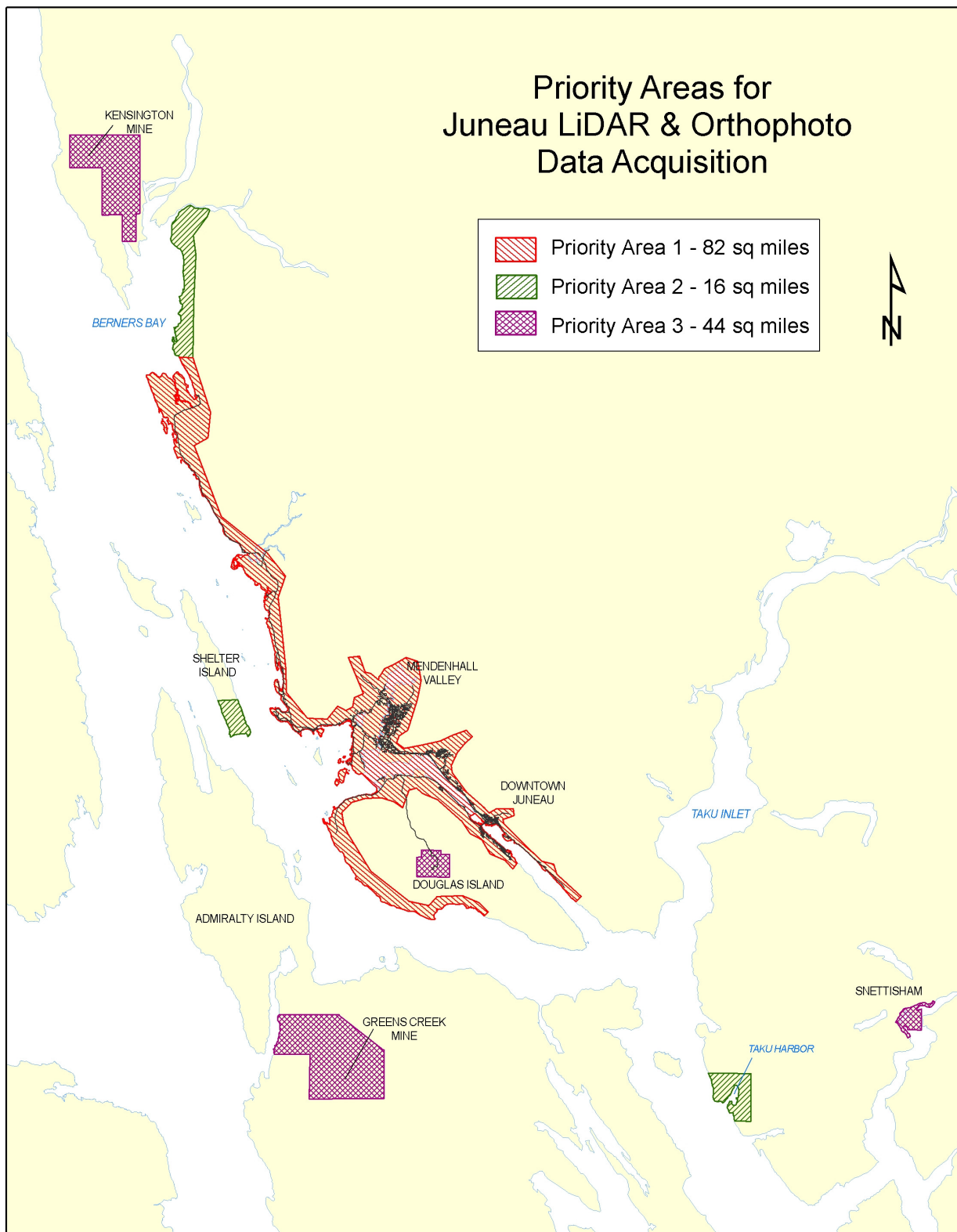
“Project Manager” means the City official, or his/her designee, responsible for planning, controlling and administering this project to achieve its goals.

“Qualified Proposer” means a Proposer or firm submitting a responsive and responsible proposal.

“Responsive Proposer” means a Proposer who conforms in all material respects to the requirements stated in the RFP.

“Responsible Proposer” means a Proposer which has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

APPENDIX A - Map of Project Area and Priority Areas



File Source: F:\gis_work\Bruce\CIAP\2013_acquisition\AOI_development\2011_RFI_vs_2012_acquisition.mxd

0 2.5 5 10 15
Miles

INSURANCE REQUIREMENTS

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The City must be named as an additional insured as respects their interest in this project, except for Professional Liability Insurance and Workers Compensation Insurance. Proof of the following insurance is required before award:

Aviation Liability Insurance. If either owned or chartered, hired, or leased Aircraft (fixed wing or helicopters) are to be used by the Consultant or Sub-consultants, Aviation Liability for Owned / Non-owned Aircraft is required at liability limits of one million dollars (\$1,000,000) per accident.

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than two hundred fifty thousand dollars (\$250,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm, employees, or sub-consultants (which results in a financial loss to the City).

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's sub-consultants and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

SAMPLE PROPOSAL EVALUATION FORM**PROPOSER:** _____

CRITERIA Per SECTION 4.2 of RFP	Weight (%)	Out- Standing (10 points)	Adequate To Good (6 to 8 points)	Marginally Acceptable (3 or 4 points)	Unacceptable (0 or 1 points)	Sub-Total
Meets Project Specifications	30					
Total Project Cost	10	Points will be assigned based on formula in section 3.11				
Proposer Experience	20					
Quality Assurance & Control	15					
Contingency Planning	15					
Completeness of Coverage	5					
Juneau Proposer Preference	5					
Grand Total						

Scoring:

Outstanding = 10

Adequate to Good = 6, 7 or 8

Marginally Acceptable = 3 or 4

Unacceptable = 0

Unacceptable = 0 or 1

No scores using 2, 5 or 9

Maximum Score Achievable = 1,000 points

RANK: _____

Evaluator: _____

Date: _____

Standard Contract**PART I: PARTIES**

This contract is between the (Department Name), City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and (Contractor Name), (Contractor or Business Form/Type), licensed to do business in the state of Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party's own risk.

City:

Attn: (City and Borough of Juneau Representative Name)

(Department Name)

City and Borough of Juneau, Alaska

155 South Seward Street

Juneau, AK 99801

Phone: (Contact Phone Number)

Fax: (Contact Fax Number)

Contractor:

Attn: (Contractor or Representative Name)

(Contractor Name)

(Contractor Address)

Phone: (Contractor Phone Number)

Fax: (Contractor Fax Number)

PART III: CONTRACT DESCRIPTION

This contract is identified as: (Contractor ID). The following appendices are part of this contract as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work

Appendix B: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A and then B.

PART IV: CONTRACT EXECUTION

The City and Contractor agree and sign below. This contract is not effective until signed by the City.

City:

Date: _____

By: _____

Authorized Representative

(City and Borough of Juneau Signature)

(City and Borough of Juneau Signor Title)

Contractor:

Date: _____

By: _____

Authorized Representative

(Contractor Signature)

(Contractor Title)

Content Approved by: _____, (Department Representative)

Form Approved by: _____, Law Department

Risk Management Review: _____, Risk Management

APPENDIX A: SCOPE OF WORK

DESCRIPTION OF WORK

(Description of Work Inserted here)

[Option 1: Attached or insert a complete description of the work.]

[Option 2: Use the following language]

The work is described in the following documents which are incorporated by this reference. In the event of a conflict between the provisions of these documents and this document, the order of precedence shall be: this document, Attachment 3, Attachment 1, and then Attachment 2.

Attachment 1: City's Request for Proposals (RFP# _____), dated: _____, and any addenda

Attachment 2: Contractor's Proposal in response to RFP# _____, dated: _____

Attachment 3: Modifications

TERM

This contract becomes effective upon signature by all parties, and automatically terminates on (End Date), unless terminated earlier by the parties in writing.

COMPENSATION

(Compensation description/details)

APPENDIX B: STANDARD PROVISIONS

CONTRACTUAL RELATIONSHIP. The parties intended that an independent Contractor/City relationship will be created by this contract. City is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. City does not agree to use the Contractor exclusively. Contractor does not agree to work for City exclusively.

PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the Scope of Work.

INSURANCE REQUIREMENTS. The Contractor has secured and will maintain insurance for the risks and in the amounts specified in the RFP and approved by Risk management, incorporated by reference herein.

CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the City. Contractor may assign its rights to any payment under this contract without the prior written consent of City, however, notice of any such assignment or transfer shall be furnished promptly to the City by Contractor.

TERMINATION. The City may by prior written notice terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the City for convenience, by mutual agreement of the parties, or by default of a material condition, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

INSPECTION AND RETENTION OF RECORDS. The City may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

CHOICE OF LAW; VENUE . This contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business within the state of Alaska and the city during the performance of this agreement.

PAYMENT OF TAXES, OBLIGATIONS TO CITY. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any Subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in any other obligations to City during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the City has violated the conflict of interest provisions of the City code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the City Attorney or City's representative for this contract.

INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the City and may be used by the City for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the City, the Contractor may retain copies of all the materials.

IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this project and improve our bid solicitation process.

The Purchasing Department of the City and Borough of Juneau wishes to keep its bidder's list up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned in order for your firm to remain on the bid list for future projects of this type. Please indicate the reason(s) your firm does not choose to submit a bid for this project:

- _____ We do not offer this service.
- _____ We are unable to meet specifications.
- _____ We don't have sufficient time to respond to the Invitation of Proposal.
- _____ We are unable to meet bonding requirements.
- _____ We are unable to meet insurance requirements.
- _____ Our schedule would not permit us to perform, if the bid was awarded to our firm.
- _____ Specifications are unclear. (Please explain below).
- _____ Remove us from your bidders list for this service.
- _____ Other (Please specify below)

REMARKS:

COMPANY NAME: _____ DATE: _____

SIGNATURE & TITLE: _____

PHONE: _____ FAX: _____ E-MAIL: _____

Thank you for your reply.

Please fax your reply to (907) 586-4561