

City of Saint John

Request for Proposal

2022-081301P DIGITAL ORTHOPHOTOGRAPHY

Sealed proposals, couriered or hand delivered, addressed to Mike Lewis, SCMP, 1st Floor, Municipal Operations Complex, 175 Rothesay Avenue, Saint John, N.B., E2J 2B4, and marked on the envelope:

“2022-081301P DIGITAL ORTHOPHOTOGRAPHY”

will be received until **4:00:00 p.m. AST, Thursday, March 3, 2022**, for digital orthophotography services as outlined in the enclosed specifications, terms and conditions.

Due to the ongoing pandemic, there will be no public opening.

The lowest or any proposal will not necessarily be accepted.

**Mike Lewis, SCMP
Procurement Specialist**

Issued: Monday, February 14, 2022

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1. Introduction

The City of Saint John (herein called “CSJ”) is interested in an updated set of digital aerial orthophotography for their Geographic Information Systems. Other municipalities, agencies and/or corporations will also cost-share this acquisition. While this project will cover 5 separate cities and towns (see Appendix A), CSJ will be coordinating the acquisition for all municipalities.

2. Project Goal

CSJ is considering the production of a series of digital orthophoto tiles as well as seamless digital orthophoto mosaics to assist in collecting and updating the positional locations of various assets and to further enhance its GIS information. The digital orthophotography will be used by other cost-sharing municipalities, agencies and/or corporations as they see fit.

3. Project Details

3.1 Areas

Digital orthophotos shall be produced for the area that covers the entire city limits of the City of Saint John as well as a portion of the Loch Lomond watershed to the east of the City and a portion of the Musquash watershed to the west of the City. This covers an area of approximately **487 km²**. The City of Saint John will also require tiles where no land features are present (indicated in Appendix B) to have smooth, colour blended water fill, for cartographic purposes. Seam lines and smoothing/blending in water areas shall avoid any ships or other man-made features to ensure these are preserved and not cut, nor distorted.

Other municipalities have an interest in acquiring digital orthophotography of the same specifications as CSJ. These other areas of interest are:

- The town limits for the Town of Quispamsis covering an area which is approximately **58 km²** (Appendix A);
- The limits for the Town of Grand Bay-Westfield and the proposed amalgamation areas (Entity 51) covering an area which is approximately **77 km²** (Appendix A);
- The town limits for the Town of Rothesay covering an area which is approximately **35 km²** (Appendix A); and
- The limits for the Town of Hampton and the proposed amalgamation areas (Entity 47) covering an area which is approximately **296 km²** (Appendix A); and

The total project area is approximately **953 km²** and all proposed per square kilometer costs shall be based on this area.

Lean for buildings up to 3 stories, throughout the entire project area, shall be kept to a minimum and, in order to minimize building lean for buildings of more than 3 stories, the City of Saint John will require that flight lines be doubled in the area illustrated in Appendix C. LiDAR-derived building footprints with elevation values, are available, at no cost, for the entire project area and can be downloaded at:

<http://www.snb.ca/geonb1/e/DC/catalogue-E.asp>.

Areas with excessive building lean, as determined by CSJ or its partners, shall be corrected at no cost to CSJ or any of its cost-sharing partners.

In order to prepare their proposal, the project boundaries are available to all Bidders in digital (DWG or SHP) format by contacting the designated inquiries contact as outlined in section 6.1.

3.2 Ground Control

The horizontal coordinates are in N.B. Double Stereographic NAD83 (CSRS). Be aware that vertical coordinates for some available provincial datasets are in Canadian Geodetic Vertical Datum 2013, while for other datasets they are in Canadian Geodetic Vertical Datum 1928. Deliverables for this project shall be in Canadian Geodetic Vertical Datum 1928. All coordinates are in meters. Additional information relating to the provincial survey control network can be found at:

<https://www.pxw1.snb.ca/snb7001/e/2000/2920e.asp>.

LiDAR data, as well as a High Resolution Digital Elevation Model (HRDEM) from the CanElevation Series are available, at no cost, for the entire project area and can be downloaded at:

<http://www.snb.ca/geonb1/e/DC/catalogue-E.asp>.

Mass points (spot heights), 3D breaklines and control points covering the Greater Saint John area, from previous orthophotography acquisition projects, can be provided to the successful bidder if requested.

The Bidder may propose to utilize all or any portion of the available control network. Any additional monumentation that is suggested shall be indicated as such and included in the RFP response.

All proposals shall include a Proposed Control Map indicating which existing control points will be utilized and any new ones to be targeted. All coordination of ground control targeting will be the responsibility of the Bidder. It is the full responsibility of the Bidder to make arrangements to obtain the required ground control and/or DEM points to meet the accuracy specifications herein. The Bidder must submit a Ground Control Report on the GPS control survey network.

Any additional control or monumentation created during this project will be supplied to CSJ and its cost-sharing partners in electronic form for unrestricted use in future projects.

The Bidder should use airborne GPS technology to collect the x, y and z position of the aircraft and an Inertial Measurement Unit (IMU) to collect aircraft attitude position. If these are not used, explain what steps will be taken to ensure the required specifications are met.

3.3 Ownership of Data

CSJ and any cost-sharing partners will require full and unrestricted rights of ownership to all data created and delivered during this project.

3.4 Resolution, Format and Accuracy

All orthophotography for this project shall be delivered in 24-bit true colour (8-bit per channel RGB).

This project will require a ground sample distance (GSD), or pixel resolution of 5 cm.

The image tiles will have a size of 500.00 m x 500.00 m and will correspond to the grid as shown in Appendix D. This grid will be supplied by CSJ.

The image files will be named in a column-row naming convention corresponding to the established grids. The image format will be uncompressed tagged image file format (TIF) with accompanying world file (TFW) for each tile; as well as multi-resolution seamless image database generation 3 (SID), with a compression ratio of 1:20, with accompanying world file (SDW) for each tile. The Town of Grand Bay-Westfield, Town of Rothesay, Town of Quispamsis and Town of Hampton multi-resolution seamless image database generation 3 (SID) mosaics shall have a 1:20 compression ratio. The City of Saint John and Greater Saint John area multi-resolution seamless image database generation 3 (SID) mosaics shall have a 1:50 compression ratio.

The delivered digital orthophotography shall meet or exceed ASPRS Class 1 horizontal accuracy standards for 1:1,000 maps. The standards for 1:1,000 scale mapping are classified by the following: 95% of all observed ground control points have less than a 0.25m root mean square error (RMSE) for both x and y distance axes. For more information on ASPRS accuracy standards, consult:

<https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3>

3.5 Imagery Acquisition

Imagery acquisition is to take place in the spring of 2022, with the absence of snow cover, leaf canopy and floodwaters. Except with CSJ's express permission, imagery acquisition should not take place after May 31, 2022.

The acquisition of the aerial imagery shall be done with a large-format digital camera. (NOTE: A large-format camera is a camera with multiple heads (e.g.: Pan, R, G, B, NIR). It is also at minimum a 100-megapixel camera.) The proposed camera system will be evaluated as part of the methodology.

3.6 Risk Factors

The Bidder is to outline any risk factors on this project and briefly describe what mitigation efforts will be introduced to lower these risks.

4. Specifications for Aerial Photography

4.1 General

CSJ and its partners shall be the final authority on acceptance or rejection of submitted imagery of their respective area.

For the purpose of these specifications, the word "shall" indicates a mandatory requirement and "should" indicates a desirable requirement.

Where specifications are not achieved, the Contractor shall take the necessary steps to achieve the specifications, at no extra cost to CSJ or any of its partners. Unacceptable aerial imagery (as determined by CSJ and any of its partners) shall be reprocessed or, if reprocessing does not fix the issue, re-flown, as soon as possible, by the Bidder at no additional cost to CSJ or any of its partners, with the re-flight coverage overlapping the acceptable imagery as per specifications.

All references to I.C.A.S. Specifications refer to the current version of "Specifications for Aerial Survey Photography" produced by the Interdepartmental Committee on Air Surveys, Earth Sciences Sector, Natural Resources Canada.

The Bidder shall file all necessary flight plans with the appropriate authorities. If the project is in controlled air space, the necessary permissions shall be obtained by the Bidder. If any military bases or secured government installations are within the project area, the Bidder shall contact the agency and comply with security regulations.

All aerial photography delivered as part of this project shall meet or exceed the following specifications.

4.2 Equipment Standards

4.2.1 Calibration

The system being proposed for this aerial photography project shall have undergone calibration tests, as required. The most recent camera calibration report, for the proposed system, shall be submitted to CSJ.

4.2.2 Image Metadata

Image metadata shall be provided for each photo. This metadata shall include, at least, the following information: flight line number, photo number, photo center x and y, altitude, date and time (ADT - Atlantic Daylight Time).

4.2.3 Camera

Mounting

The camera shall be mounted vertically in the aircraft. The camera shall be mounted in the aircraft to ensure no loss in image resolution caused by vibration engine exhaust, port glass, moisture or temperature.

Focal Length

The photography shall be captured using the optimum focal length necessary to meet the scale and resolution requirements.

Camera Port Glass

If the camera is mounted behind a port glass, unless otherwise stated, the camera port glass shall meet the deviation requirements of the I.C.A.S. or USGS Specifications. The port glass in the aircraft shall be kept clean, free of scratches and other defects.

Temperature

The camera compartment should be maintained at a temperature of $20^{\circ}\text{C} \pm 2^{\circ}\text{C}$.

Filters

Camera and filter should be calibrated as an operational unit. Unless otherwise stated, the deviation produced by the filter for collimated light at normal incidence shall not exceed 10 seconds and the change of deviation shall not exceed 2 seconds over the area of the filter. Filter orientation shall be constant.

Exposure

Exposure shall be made at the aperture setting and shutter speed setting for maximum resolution and minimum image motion. Image motion shall be held to less than 2 pixels.

4.2.4 Photographic Flight Tolerances

Forward Overlap

Unless otherwise specified, forward overlap shall be 60% ($\pm 4\%$). Isolated deviations from specified forward overlap up to three consecutive photos will be acceptable except where it exceeds 66% or is less than 54%.

Lateral Overlap

Unless otherwise specified, lateral overlap should be 40%. In no case shall lateral overlap be less than 25%. For single line photography, deviation from the flight line shall not be greater than 10% of the gross photo cover at datum.

Course Correction

Course correction shall not exceed 3 degrees between successive photos.

Departures from flight heights required to produce the desired image scale shall not exceed $\pm 3\%$ unless changed by Air Route Traffic Control Centers.

Crab

Crab shall not exceed 3 degrees between successive photos.

Verticality

The lens axis shall not be allowed to depart from the vertical at the time of any photo by an angle greater than 2.5 degrees.

Combined Crab / Verticality

The apparent crab caused by the combined effects of course correction, crab, and lack of verticality, shall not exceed 5 degrees in successive photo and shall not average more than 3 degrees on any flight line.

Atmospheric Conditions

Photography shall be taken in clear conditions only, with minimum interference from smoke. **Delivered orthophotography shall be cloud and cloud shadow free.**

Photography shall not be taken when haze, fog, snow, dust, floodwaters, or other environmental factors are present that may obscure ground detail.

Area Coverage

Photography shall extend far enough beyond the borders of the specified area to ensure full stereoscopic coverage of the entire area included within the borders.

Solar Angle

In order to minimize shadows and hot spots, imagery acquisition shall be performed with a minimum solar angle of 40°. **(NO OTHER SOLAR ANGLES WILL BE ACCEPTED).**

Snow Cover

Unless otherwise specified, aerial photography shall only be taken during the absence of seasonal snow cover.

Broken Flight Lines

All flight lines should be flown as unbroken lines. If a break occurs in a flight line, there shall be an overlap of at least three photographs.

4.2.5 Photogrammetric Tolerances

The geometric properties of the photographic system shall be such that the maximum residual Y-parallax shall not exceed 2 pixels.

4.2.6 Image Radiometry

The goal is to produce digital imagery of consistent tone and contrast throughout the coverage area, as well as within single tiles. Particular attention must be paid to creating a smooth appearance between adjacent tiles such that coverage area will appear as a radiometrically seamless mosaic.

Radiometric correction techniques such as contrast stretching, noise filtering and destriping should be used sparingly to minimize the amount of data loss.

The final mosaics shall be uniform in contrast and shade to eliminate any noticeable variations from the original photography. Each photo shall be radiometrically adjusted to compensate for tonal differences due to varying lighting conditions and surface response.

The orthophotography shall not contain defects or inconsistencies in tone and density between individual and/or adjacent image tiles. Tint shall be adjusted so that colours in the final orthophotography shall be as close to natural as possible.

To minimize tonal differences within each partner's area, gaps of no more than 2 days are acceptable between flights within a municipality's project area, with all flights within a municipality being completed within one week.

Photos shall be selected to avoid specular reflection from water surfaces wherever possible. In the event that some reflection cannot be avoided, the water areas affected shall be re-touched in the assembly, so that these areas have a similar tone to other water areas.

CSJ expects orthophotos of radiometric and colour quality as good as or better than its 2018 series. Samples from this series can be provided to the successful Bidder, if requested.

In order to determine the radiometric and colour quality expectations, CSJ shall provide pilot areas to be processed. The Bidder shall process and obtain CSJ's approval on the pilot areas prior to processing the entire project area.

4.3 Deliverables

All digital deliverables data shall be supplied to CSJ, on new USB external hard drives. Hard drives will become the property of The City of Saint John.

Hard drives will be packaged in original shipping containers suitable for safe courier transport.

Each hard drive shall have a digital directory of the contents in a "Readme" file.

4.3.1 Imagery

The Bidder shall provide the following to CSJ:

- An uncompressed TIF file of every original photo, delivered as soon as capture is complete (required for first 50% payment).
- A TIF file of every 500m x 500m tile, with accompanying TFW file, at the specified GSD;
- A SID Generation 3 file with 1:20 lossless compression of every 500m x 500m tile, with accompanying SDW file, at the specified GSD;
- A mosaic of each of the towns (Rothesay, Quispamsis, Hampton and Grand Bay-Westfield), at the specified GSD, in SID Generation 3 format, with 1:20 lossless compression, with accompanying SDW file;
- A mosaic of the City of Saint John in SID Generation 3 format, at the specified GSD, with 1:50 compression, with accompanying SDW file; and
- A mosaic of the Greater Saint John project area in SID Generation 3 format, at the specified GSD, with 1:50 compression, with accompanying SDW file.

4.3.2 Elevation Data

Elevation data updated in order to meet the required specifications of this project shall be provided in a SHP file.

4.3.3 Camera Calibration Report File

The Bidder shall provide CSJ with the most recent calibration report file for the camera used in the project.

4.3.4 Ground Control Report

The Bidder shall provide CSJ with a ground control report on the GPS control survey network.

4.3.5 Aerial Triangulation Report

The Bidder shall provide CSJ with a report describing the results of aerial triangulation.

4.3.6 QA/QC Report

The Bidder shall provide a QA/QC report listing the results of each QA/QC step undertaken by the Bidder. **This report shall demonstrate how the final deliverables meet specifications.**

4.3.7 Flight Line Map and Photo Spot Index

The Bidder shall provide a flight line map and a photo spot index file, both in SHP format.

The flight line map shall depict the flight lines. Attributes attached to each flight line will include line number, direction and date of flight.

The photo spot index file shall be a SHP file containing each image center point (nadir). Attributes attached to each photo center point will include the flight line number, photo number, altitude, date and time (ADT - Atlantic Daylight Time).

4.3.8 Copyright

Written confirmation shall be supplied indicating that copyright for the submitted aerial photography products, elevation data and any ground control data collected for the rectification process, resides exclusively with CSJ and any cost-sharing partners.

5. Bidders' Responsibilities

In their proposals, Bidders responding to this RFP shall provide a detailed description of the specific procedures to be employed to accomplish the required tasks.

The description shall include quality control steps to be implemented by the Bidder to ensure that the accuracy and completeness be performed as stated under the project specifications. This description will also include what procedures will be used between CSJ, any cost-sharing partners, and the Bidder for correcting errors.

Any errors (e.g.: blur, warping, excessive building lean, misaligned features, poor image quality, etc.) detected within one year of the final delivery date, will be corrected as soon as possible by the Bidder at no additional cost to CSJ or any of its cost-sharing partners.

6. Instructions to Bidders

6.1 Inquiries

All inquiries are to be submitted in writing and only to the attention of:

Mike Lewis, SCMP
Procurement Specialist
Supply Chain Management
(506) 658-4742 (Fax)
supplychainmanagement@saintjohn.ca

Inquiries must be received by CSJ no later than 4:00:00 P.M., AST, Thursday, February 24, 2022. Inquiries received after this time will not receive a response.

6.2 Documents and RFP Submissions

All samples shall be submitted on USB memory sticks. No hard copy samples will be accepted.

The closing date and time for the submission of proposals is **4:00:00 P.M., AST, Thursday, March 3, 2022.**

Bidders are to submit proposals in the following fashion:

In a sealed envelope, addressed and delivered to:

Mike Lewis, SCMP
Procurement Specialist
Supply Chain Management
175 Rothesay Ave.

Saint John, NB
E2J 2B4

Proponents should submit one (1) signed original, one (1) electronic (on a usb drive) and five (5) bound copies of the technical proposal and supporting information, and one (1) signed original, one (1) electronic (on a usb drive) and five (5) bound copies of the financial proposal and supporting information.

The technical proposal should be sealed in an envelope, clearly indicating the proponent's name and address and marked: **“Technical Proposal: 2022-081301P – Digital Orthophotography”**.

The financial proposal should be sealed in a separate envelope, clearly indicating the proponent's name and address and marked: **“Financial Proposal: 2022-081301P – Digital Orthophotography”**.

Immediately after the closing of bids, the proposals received will be distributed to an evaluation committee for their review and consideration.

Late proposals or proposals by fax will be rejected immediately and removed from the further consideration of the evaluation committee.

DISCLAIMER:

The City of Saint John and any of its cost-sharing partners do not limit themselves to accepting the lowest or any proposal submitted, but reserve the right to accept any bid which is felt to be in its best interests. Nor does the City and/or its cost-sharing partners, by virtue of this proposal call, commit to an actual award of this bid and reserves the right to cancel the process in its entirety and/or to recall proposals/tenders at a later time.

6.3 Proposed Delivery Dates

The following milestones are proposed and are subject to change at CSJ's discretion.

Item	Date
Release of RFP to Market	Monday February 14, 2022
Last Date for Inquiries	Thursday, February 24, 2022, 4:00:00 PM, AST
RFP Closes	Thursday, March 3, 2022, 4:00:00 PM, AST
Flight Window	Spring 2022 (Weather Dependent)
Final Deliverables of Project	No later than Monday, October 31 st , 2022 4:00 PM, ADT

6.4 Addenda

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence the way you bid. Therefore, it is important that the City have assurances that you in-fact received the notification.

Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals".

Bidders are required to sign and include all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission, will result in rejection of your bid regardless of whether the changes noted in the addendum are included in the bid submission or not.

7. Compensation

7.1 Fee Definitions and Method of Payment

The contract awarded pursuant to this Bid Document will be based upon a fixed fee basis, with payments negotiated upon acceptance of the vendor's bid (specifically, 50% upon delivery of raw imagery and final 50% after delivery of remaining deliverables and acceptance by CSJ and all cost-sharing partners).

Each cost-sharing partner in the project shall be invoiced separately, by the Contractor, for their respective portion of the project.

7.2 Price Information Required

Cost of services, on a per square kilometre basis, will be provided for the entire project area (953 km²).

ALL FINANCIAL INFORMATION SUBMITTED AS PART OF BIDDERS' RESPONSES IS TO BE ENCLOSED IN A SEPERATE, SEALED ENVELOPE, CLEARLY MARKED AS "Financial Proposal: 2022-081301P – Digital Orthophotography".

Bids and related price information shall be valid for a period of 90 days after opening.

CSJ reserves the right to include or exclude any or all of the other municipalities in this project.

8. Terms and Conditions

8.1 Rejection or Acceptance of Proposals

The project will be awarded to the best value proposal as solely determined by CSJ. Best value proposal is considered a combination of the most qualified vendor with the least monetary cost to each municipality in order to provide services contained in this bid specification document.

CSJ reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part, and to waive minor technical defects, irregularities, or omissions, if, in its judgment, the best interest of the municipalities will be served.

8.2 Amendment or Cancellation of RFP

CSJ reserves the right to amend or cancel this RFP at any time if it deems it to be in the best interest of CSJ to do so.

8.3 Basis of Bids

Each Bidder's proposal shall include all cost items; no segregated proposal or assignments will be considered.

8.4 Modifications and Withdrawal

Bids may not be modified after submittal. Bidders may withdraw bid at any time before the bid opening. No bid may be withdrawn or modified after the bid opening.

8.5 Award of Contract

CSJ reserves the right to conduct such investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders to do the work in accordance with the contract documents to CSJ's satisfaction within the prescribed time. Notice of the award shall be made in writing. Such notice will be forwarded to the Bidder at the address furnished in the proposal.

8.6 Subcontracts

No part of this project shall be subcontracted unless specified in the proposal. If subcontractors are used, the Bidder shall retain full responsibility to CSJ for all work completed or uncompleted by the Subcontractor.

8.7 Joint Ventures

Joint ventures are permissible. However, one organization must be clearly defined as the party having primary responsibility and the remaining organization(s) as having secondary responsibilities. The Primary party will submit his/her bid as outlined in the specifications with the secondary party being a subcontractor to the bid.

8.8 Liability for Errors

While CSJ has made considerable efforts to ensure the accurate representation of information in this RFP, the information contained is supplied as a guideline for Bidders. The information is not warranted to be accurate nor is it necessarily comprehensive. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to matters addressed in this document.

8.9 Proposal Expenses

All costs incurred preparing and submitting a response to this RFP will be the responsibility of the Bidder. All costs associated with responding to CSJ's questions, or any meetings with CSJ and its representatives shall also be the responsibility of the Bidder. CSJ assumes no liability for payment of any costs or expenses incurred by any Bidder in responding to this RFP.

8.10 Confidentiality Agreement

Proprietary information submitted as part of the RFP response, by the Bidder, will not be reused or shared outside of the evaluation committee without the expressed consent of the Bidder.

8.11 Value Added

In addition to the basic requirements, bidders are encouraged to include in their proposals any additional related services, that they are willing to provide at no additional cost, that might enhance their proposal (i.e.: infrared, LiDAR, etc.).

8.12 Workers' Compensation

The successful bidder must provide proof of current coverage from the New Brunswick Workers' Compensation Board (WorkSafeNB) prior to a contract/purchase order being issued.

8.13 Insurance

The successful contractor shall provide evidence of the following insurance coverage:

General liability with minimum limits of two million dollars (\$2,000,000.00).***The policy shall include:***

- Operations of the contractor in connection with this proposal;
- Products and completed operations coverage;
- Contractual liability with respect to this proposal;
- Each cost-sharing partners (City) to receive their own certificate and be added as an additional insured;
- A cross liability clause;
- Non-owned automobile;
- Thirty (30) days' notice of cancellation of this policy "will" be given to the City of Saint John, by the insurers.

8.14 Review of Proposals

The evaluation committee may invite proponents to meet with the review committee to make an oral/visual presentation in support of their proposal. The City will provide the meeting venue at its cost. The proponent shall bear its own costs related to such meeting.

8.15 Additional Information from Proponents

The City of Saint John reserves the right during evaluation of the bids to seek further information from any proponent and to utilize that information in evaluation and award without becoming obligated to seek further information from any other proponents.

8.16 Clarification of Bids

The City of Saint John reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

8.17 Negotiation

The City reserves the right in its sole discretion to negotiate the final terms and conditions of the engagement contract with the most probable candidate for award prior to award of the engagement.

8.18 Inconsistency Between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the City to proponents and the digital, electronic or other computer readable form, the paper form of the document prevails.

8.19 Reserved Rights

The City reserves the right to:

-
- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a bid is unbalanced.
 - b) Amend or modify the scope of a project, and/or cancel or suspend the Bid Solicitation at any time for any reason.
 - c) Require proponents to provide additional information after the Closing Date for the Bid Solicitation to support or clarify their bids.
 - d) Not accept any or all bids.
 - e) Not accept a bid from a bidder who is involved in litigation, arbitration or any other similar proceeding against the City.
 - f) Reject any or all bids without any obligation, compensation or reimbursement to any bidder or any of its team members.
 - g) Withdraw a Bid Solicitation and cancel or suspend the Bid Solicitation process.
 - h) Extend, from time to time, any date, any time period or deadline provided in a Bid Solicitation (including, without limitation, the Bid Solicitation Closing Date), upon written notice to all bidders.
 - i) Assess and reject a bid on the basis of
 - i. information provided by references;
 - ii. the bidder's past performance on previous contracts;
 - iii. information provided by a bidder pursuant to the City exercising its clarification rights under the Bid Solicitation process;
 - iv. the bidder's experience with performing the type and scope of work specified including the bidder's experience;
 - v. other relevant information that arises during a Bid Solicitation process.
 - j) Waive formalities and accept bids which substantially comply with the requirements of the Bid Solicitation.
 - k) Verify with any bidder or with a third party any information set out in a bid.

- l) Disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any bidder who has engaged in conduct prohibited by the Bid Solicitation documents.
- n) Make changes including substantial changes to the bid documents provided that those changes are issued by way of addenda in the manner set out in the Bid Solicitation documents.
- o) Select any bidder other than the bidder whose bid reflects the lowest cost to the City.
- p) Cancel a Bid Solicitation process at any stage.
- q) Cancel a Bid Solicitation process at any stage and issue a new Bid Solicitation for the same or similar deliverable.
- r) Accept any bid in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the City exercising any of its express or implied rights under a Bid Solicitation.

8.20 Limitation of Liability and Waiver

In every Bid Solicitation, the City shall draft the documents such that each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Bid Solicitation process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or any other claim.
- b) The bidder waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a contract to any other bidder or to cancel the Bid Solicitation process, and the bidder shall be deemed to have agreed to waive such right or claim.

9. Evaluation / Selection Criteria

This is a proposal call, not a tender. Therefore bids will be evaluated based on their response to the previously listed requirements. The following criteria will be used in evaluating the bids.

9.1 Completeness of the Proposal

Incomplete proposals will be disqualified.

9.2 Technical Approach (Methodology and Equipment) – 15 Points

Completely describe your technical approach including type of equipment and methodology proposed for this project. List any previous projects in which the same technical approach and methodology were used.

9.3 Management Approach – 10 Points

Fully describe your firm's proposed management approach for this project, including the use of any sub-contractors. Describe your organizational structure. Fully describe your QA/QC procedures that will ensure requirements are met.

The Bidder shall appoint a Project Manager for this project to manage all aspects of the project and to provide a primary contact point for CSJ and its Project Manager. Bidders shall provide work schedule and location of their Project Manager.

9.4 Experience of Personnel Assigned to the Project – 10 Points

Résumés of all project team members shall be included. These will include information relating to their number of years of experience in their specialty or discipline, related certifications or professional designations, number of years of employment with the firm, and listing comparable completed projects on which each has worked. Substitutions of other personnel may not be made at a later date without prior written approval of CSJ's Project Manager.

The conditions under which any additional labour pools may be utilized must also be detailed.

9.5 Experience of the Firm in Comparable Projects – 20 Points

Bidders shall submit with their Bid Proposal sufficient information to substantiate their experience in performing projects similar, in scope, to the CSJ and its cost-sharing partners' project as presented in this document. Company brochures may suffice if they contain critical information such as number of years in business, staff qualifications, and type of equipment used for aerial photography acquisition

and digital orthophoto creation. Bidders are encouraged to provide additional information, in letterform, for consideration in establishing their business experience.

All Bidders shall provide descriptions of at least three previous similar projects undertaken, including total project area, mapping scale, standards used, GSD, **with accompanying georeferenced digital (.tiff or .jpg) samples on USB stick.** Samples must be 5cm GSD 24-bit true colour orthophotography and must have been acquired with the same camera proposed for use in this project. Bidders shall provide three references from the submitted sample projects. Reference information should contain the following information:

- Agency/Organization Name
- Agency/Organization Address
- Contact Person/Phone Number/E-Mail
- Project Title/Project Location
- Project Duration (Start Date – Finish Date)

9.6 Production and Delivery Schedule – 10 Points

Describe the activities to be undertaken to complete each project task and the proposed time frames. A production and delivery schedule must be included in the proposal. Because the exact date of imagery acquisition is unknown, the production and delivery schedule should illustrate the number of required calendar days for each task following imagery acquisition.

All deliverables must be received by CSJ and its cost-sharing partners no later than October 31, 2022. However, because currency of data has an effect on its value, **shorter production and delivery schedules will be viewed favourably by the evaluation committee.** The submitted delivery schedule will become part of the contract.

During the course of the project, regularly scheduled (every 2 weeks) progress reports, indicating approximate percentage of each task has been completed, will be required to be e-mailed to CSJ's Project Manager.

9.7 Value-Added – 5 Points

Bidders shall list any value-added deliverables or services they are willing to provide at no additional cost.

9.8 Cost of Services – 30 Points

Cost of services, **on a per square kilometre basis**, will be provided for the entire project area (953km²).

The cost of services is to be submitted in a separate, sealed envelope indicated as “FINANCIAL INFORMATION”.

10. Exception to Specifications

Bidders may take “exception” to some of the Specifications. These exceptions must be indicated and explained in the proposal.

11. On-Site Interviews

CSJ may require on-site interviews with the qualified Bidder(s). These interviews will be at the expense of the Bidder without reimbursement by CSJ. We will accept remote meetings (phone or videoconference).

12. Terms Inclusive

The Bidder agrees that all terms and provisions contained within shall become part of the awarded contract. Should addendums become necessary, they will be incorporated with the contract for the project.

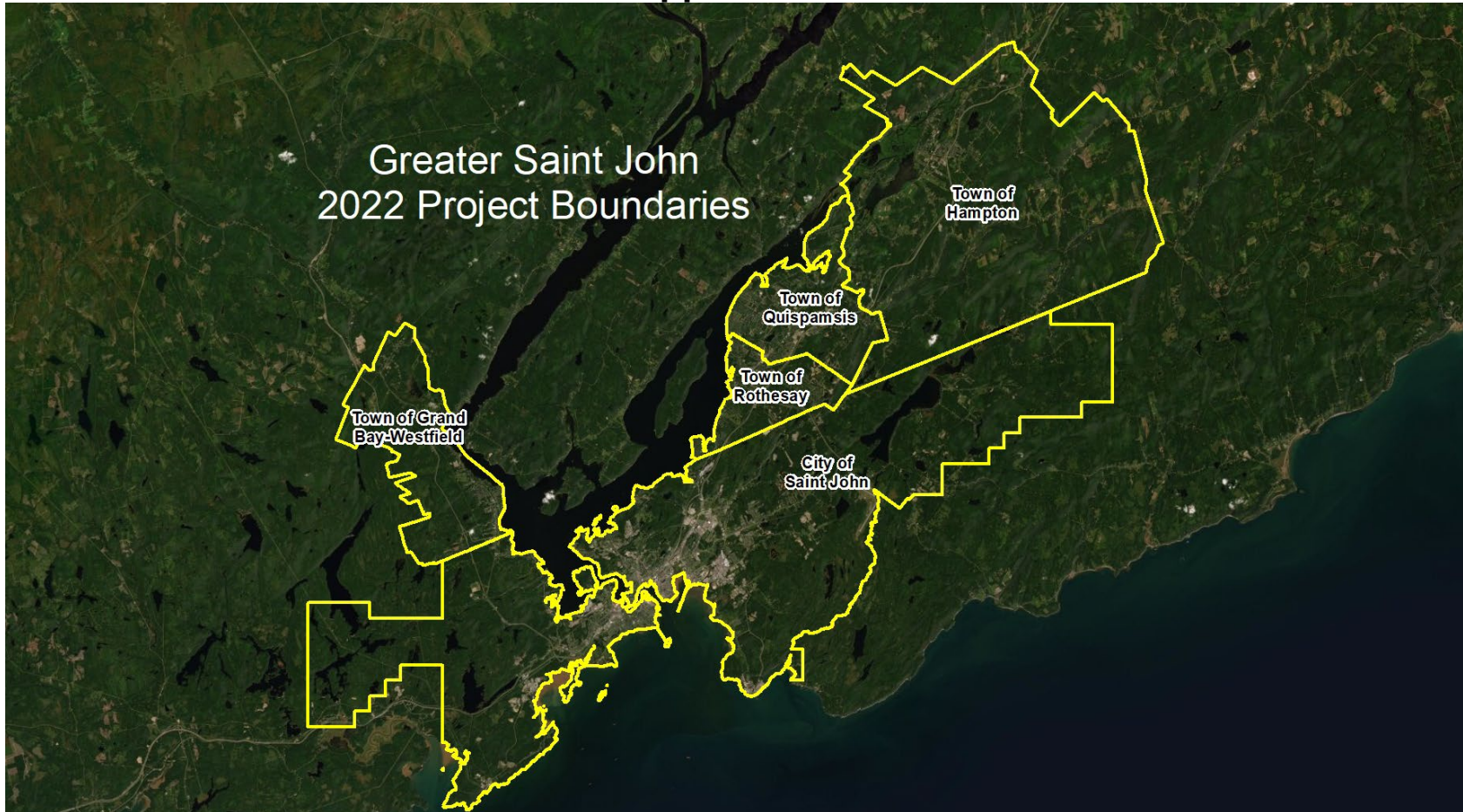
13. Performance Deposit

Upon award, the successful bidder shall provide CSJ with a certified cheque, bank draft or money order, in the amount of twenty percent (20%) of the proposed price for the total project, to be held as a performance deposit before the issuance of a contract / purchase order.

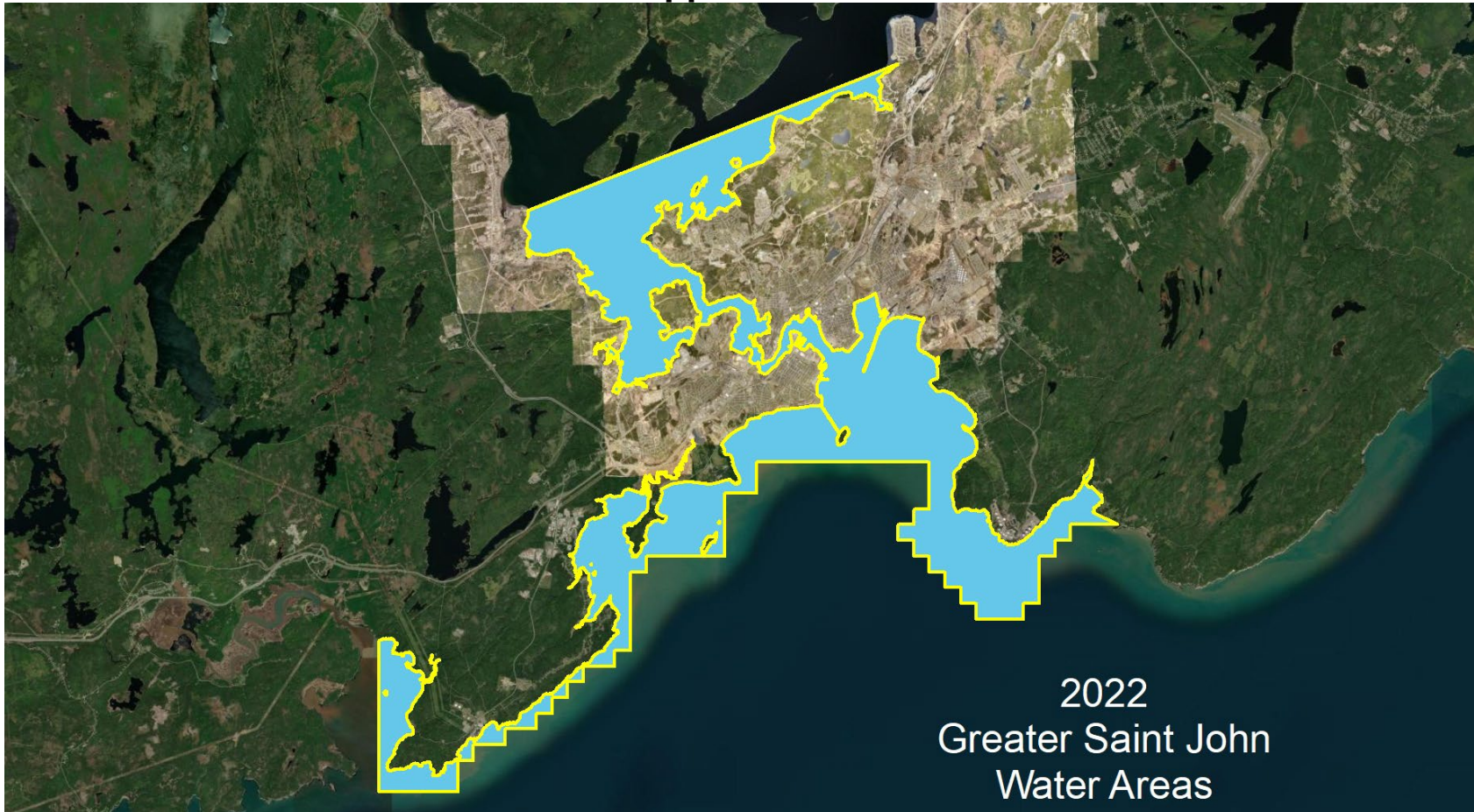
Whereas the value of data diminishes relative to its accuracy and currency, failure on the part of the vendor to complete this work in accordance with the terms, conditions, and specifications of the proposal or by the final deliverable date specified in their proposal, may result in forfeiture in whole or in part of the performance surety as follows:

Vendors who do not deliver as specified above, for every calendar day past the final deliverable date specified in their proposal it takes the vendor to comply with the proposal terms, conditions or specifications, or for every calendar day beyond the final deliverable date specified in their proposal that the deliverables are late or acceptable to CSJ or its partners, \$100.00 per day may be deducted from the performance deposit.

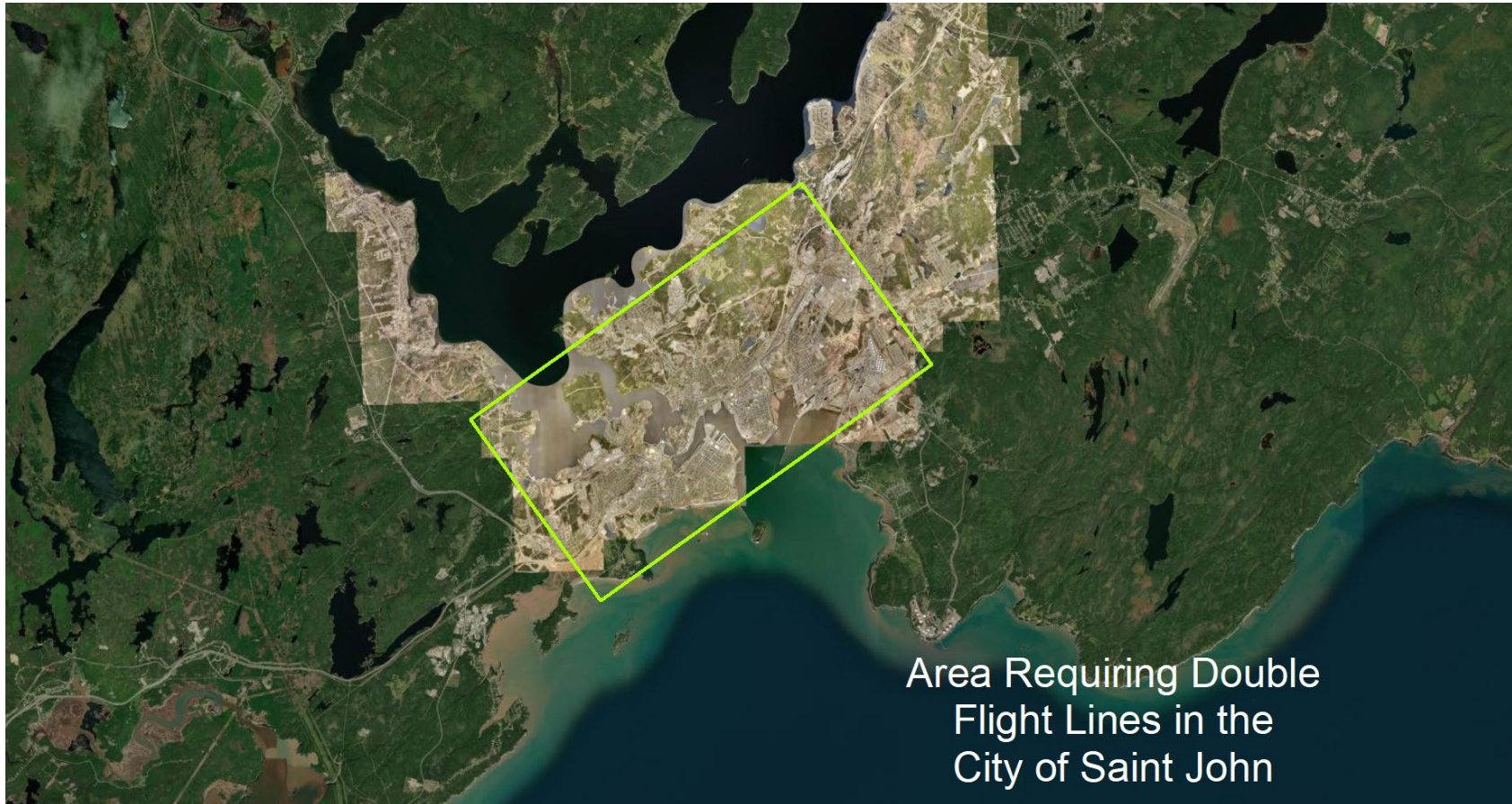
Appendix A



Appendix B



Appendix C



Area Requiring Double
Flight Lines in the
City of Saint John

Appendix D

