

Town Manager
 Needham Town Hall
 1471 Highland Avenue
 Needham, Massachusetts 02492
 Telephone 781-455-7500

Acknowledgement of Receipt

Release Date	Thursday, March 9, 2023
Bid Title	GIS New Aerial Imagery for Planimetric and Topographic Data Services
Bid Number	23GEN235G
Number of Documents	The Bid Package consists of one (1) PDF document.
Informational Session	None
Questions Due	12 p.m., Wednesday, March 22, 2023
Proposals Due	11:00 a.m. Tuesday, March 28, 2023 to Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above and your intention is to submit a bid. It is recommended that interested bidders complete this acknowledgment and return via email to pcentral@needhamma.gov . Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid and whose written questions will be addressed. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

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(Advertised in the Hometown Weekly issue of Thursday, March 9, 2023)
(Advertised in Goods and Services Monday, March 13, 2023)
(Advertised in COMMBUYS Thursday, March 9, 2023)

Town of Needham
Request for Proposals
GIS New Aerial Imagery for Planimetric and Topographic Data Services
23GEN235G

The Town of Needham is accepting sealed proposals to provide GIS New Aerial Imagery for Planimetric and Topographic Data Services. Copies of the Request for Proposals (RFP) package will be available beginning Thursday, March 9, 2023 online at the Town's web site www.needhamma.gov/bids.aspx and will be available until submission deadline. Please refer to the RFP for additional information. Sealed proposals must be **submitted no later than 11:00 a.m. Tuesday, March 28, 2023** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED. This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at <http://masspublicnotices.org/>. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
March 9, 2023

ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has an estimated population of 31,000 and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five member Select Board. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection; emergency medical services; collection, disposal, and recycling of solid waste; sewers; streets; water services; health and human services; town library; and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 – 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$200 million.

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide **GIS New Aerial Imagery for Planimetric and Topographic Data Services** for the Town, comparative judgments of non-price technical factors will be necessary, for which the Town may be willing to pay more. The Town believes that the choice of a company must possess experience not only in providing these types of services for municipalities but must also have a demonstrated ability to successfully complete the work required under this RFP. Demonstrated prior experience of successfully providing quality aerial imagery, along with the resulting planimetric and topographic data within a short timeframe is necessary. The contract will be awarded in accordance with M.G.L. c. 30B using the request for proposals procedure.

Parking Citation Processing Services
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Specimen Contract	Separate Document

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Procurement in Brief	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: Pcentral@needhamma.gov
Event	Details
Bid Title	GIS New Aerial Imagery for Planimetric and Topographic Data Services
Contract Number	23GEN235G
Request for Proposal Available	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's website http://www.needhamma.gov/bids.aspx
Informational Session	None
Written Questions*	<p>Deadline: Wednesday, March 22, 2023 at 12:00 p.m.</p> <p>By Delivery: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492</p> <p>By Email: Pcentral@needhamma.gov</p> <p>Questions are to be clearly labeled as: GIS New Aerial Imagery for Planimetric and Topographic Data Services 23GEN235G – Questions</p> <p>Answers to questions will be posted to the website in a form of an Addendum and/or Response.</p>
Exceptions	The bidder must disclose in detail any exceptions to the specimen contract and such exceptions must be specific. The bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the Town to correct, prior to the opening of the bids, any technical or contractual requirement, provision, ambiguity, or conflict in the bid package. Exceptions must be <u>submitted by the deadline</u> for written questions stated above. Unless timely submitted as an exception, any such ambiguity, conflict or problem shall be resolved in favor of the Town of Needham.
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the bid package and have provided an email address to the Town to notify the bidder. Each bidder is responsible for checking the Town's website to determine if the Town issued any addenda.
When and Where Bids are Due*	<p>Tuesday, March 28, 2023 at 11:00 a.m.</p> <p>Office of the Town Manager Town Hall 1471 Highland Avenue Needham, Massachusetts 02492</p> <p>LATE SUBMISSIONS WILL NOT BE CONSIDERED (Per State Law)</p>
Number of Required Copies	One (1) original signed paper copy of the Technical and One (1) original signed paper copy of the Price Proposal each in a separately sealed envelope. The Technical Proposal must also be provided electronically on a thumb drive.
Bid Opening	Bids will NOT be publicly opened. A list of submitters will be made available after the submission deadline.
Evaluation of Bids	Evaluation Committee members will independently review the technical proposals.
Proposal Presentation	Not Required
Bid Surety (bond) Requirements	A Bid bond is NOT required
Contract Length	This is a single project contract.

Procurement in Brief	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: Pcentral@needhamma.gov
Event	Details
Contract Award**	The target date for award is April 5, 2023 Approval of Town Manager and Town Counsel are REQUIRED
Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Before commencing performance of the contract, the awarded bidder will be responsible for providing and maintaining insurance coverage in force for the life of the contract in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and hold harmless the Town of Needham, its agents, and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.
Honesty Bond	Will NOT be Required
Payment Terms	The Town is open to a payment structure under the contract awarded from this RFP that will be based on milestones tied to outcomes. However, the Town will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the Town's best interest.
<p>* Written inquiries must be sent prior to the above date and time deadlines. The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the Acknowledgement of Receipt form. The time/date stamp machine located in the Town Manager's Office will govern the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery.</p> <p>** The Bidder agrees that the offer is effective for (a) at least 90 calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

**PART 1
GENERAL INFORMATION**

1.01 Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the **Bid Form** or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The bidder shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.02 Questions Regarding the Bid

The bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The bidder shall be familiar with all the bid material requirements and documents before submitting the bid to avoid any misunderstanding. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, specifications, services, worksite, or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the **Acknowledgement of Receipt** form.

Inquiries concerning any part of this bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the bid documents will result in an issuance of an addendum to the bid documents. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery.

1.03 Information about Changes to the Bid

In the event that changes/additions are made to this bid, an addendum will be issued. Addenda will be emailed if an email address was provided. **Addenda will also be posted to the Town's website where the bid package was made available**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.04 Bonds, Insurance, and Indemnification

Bonds

Bidders should refer to the **Procurement in Brief** for any bond (Bid (surety) Bond, Honesty Bond, Payment Bond, and/or Performance Bond) requirements.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

The Certificate Holder shall read as follows:

**23GEN235G GIS New Aerial Imagery for Planimetric and Topographic Data Services
Town of Needham
1471 Highland Avenue
Needham, Massachusetts 02492**

No Town Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

Bidders should refer to the **Procurement in Brief** for additional insurance requirements.

Indemnification

The bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, consultant, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the contract and/or failure to comply with terms and conditions of the contract, but only in respect to such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the bidder under the contract.

1.05 Execution of the Contract

The awarded bidder agrees and will execute the approved contract electronically. The Town will forward the contract to be executed via DocuSign.

1.06 Payment and Discount Terms, Adjustments for Incomplete Work

Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, supplies, and services. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices should include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping, and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable. The vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the vendor.

The vendor shall take all proper precautions to protect the Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the vendor, the vendor will be required to make repairs and/or restitution immediately at its expense.

Refer to the **Procurement in Brief** for other payment term considerations.

1.07 Bid Modifications or Withdrawals

Bids may be corrected, modified, or withdrawn prior to the submission deadline. Requests to do so must be received in writing by the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.08 Premature Opening of a Bid

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, not signed, or are otherwise contrary to these instructions.

1.09 Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **11:00 a.m.** on the next

normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

1.10 Late Submissions

Late bids will not be considered. The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems.

1.11 Rejection of Bids

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package.
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to submit its bid to the required address on or before the specified submission deadline.
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

1.12 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.13 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus, bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with M.G.L. c.66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

1.14 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of M.G.L. c.268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be complying at all times with the obligations of the contractor based on said statute.

1.15 Tie Bids

In the event that there is a tie bid between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a tie bid with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.16 Contract Award

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

A contract is anticipated to be executed by the date indicated under **Procurement Schedule** for this bid. However, the Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder **does not** provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award

at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

Changes to the terms of the Town's contract may be requested by the bidder in writing and submitted with the bid and if, in the opinion of the Town, the requested inclusion(s) and/or deletion(s) does not materially affect the bid, they may be allowed at the sole discretion of the Town. Bidders shall NOT be allowed to request any changes to the contract terms once award of contract has been announced.

The Town herein declares its express purpose not to award the contract to any bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further, the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to **90 calendar days** following the opening of the bids in which to evaluate and award the contract.

1.17 Other Notices

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. c.151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful bidder may receive or award as a result of this contract.

Any services provided by the bidder shall be rendered through a professional services contract. The bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The bidder shall comply with M.G.L. c.66A if the bidder becomes a "holder" of "personal data". The bidder shall also protect the physical security and restrict any access to personal or other Town data in the bidder's possession or used by the bidder in the performance of the contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment, or systems.

1.18 Clarification of Terminology

All references in this Bid to features, functions, services, or deliverables that "should", "must", "will", "has ability to", etc. be provided by the bidder are to be construed as mandatory. Similarly, all references in this Bid to information that "should", "must", "will", "has ability to", etc. be provided in the bidder's proposal are to be construed as mandatory.

Bidders may be referred to alternatively as "bidders", "offerors", "respondents", "successful offerors", "successful bidders", "vendors", etc. All such references (except for those explicitly defined otherwise) are to the primary contractor who submits a response to this bid and, if successful, who will be responsible for the successful completion of all required deliverables.

References to days are to workdays unless otherwise explicitly stated.

Reference to time as stated in this bid is based on local Eastern Standard Time.

End of Section

**PART 2
SCOPE OF SERVICES**

2.01 – OVERVIEW

The Town of Needham invites highly qualified companies to submit sealed proposals for complete GIS New Aerial Imagery for Planimetric and Topographic Data Services. The Town requires new aerial imagery, to be captured in the Spring of 2023, along with the resulting planimetric and topographic data.

The Town is seeking written proposals from qualified vendors to provide completely new data, or updates to the existing Spring 2017 features. Deliverables include:

- Natural color, aerial orthophotographs captured in Spring 2023, 3” or better ground sampling distance (GSD).
- 1”=40’ scale planimetric data, including hydrography and wetlands
- Digital Elevation Model (DEM), topography and spot elevations

All resulting data and products for this project will be property of the Town.

Bidders will be required to provide a sample project, completed for another client, comparable to the scope of this project, to assist the Town in evaluating the potential quality of work.

2.02 – REQUIRED SERVICES

The vendor will be tasked with capturing new aerial imagery and producing completely new planimetric and terrain data, or updating the existing data, as interpreted in 2017. All vector data will be produced for a 1”=40’ scale, staying consistent with the 2017 project.

About the Project Area

- Full Project Area: 16.52 square miles
- Full Planimetric Area (Town + 100 ft buffer): 13.06 square miles
- Area of Limited Planimetrics (900+ ft buffer): 3.46 square miles
- Town of Needham: 12.72 square miles

The project area covers a total of 16.52 miles, comprised of the 13.06 square mile Full Planimetric Area, and an additional 3.46 square miles of the Area of Limited Planimetrics (please refer to the Project Area Map). The vendor must take care to ensure that there is sufficient imagery to provide complete coverage of the entire project area.

All areas within the project will be covered by new or updated hydrography, wetlands, vegetation, topography, and a digital elevation model. The Full Planimetric Area will include all features listed in Features List, while the Area of Limited Planimetrics will include only buildings, roads, and aforementioned natural features. Buildings touching any project area boundary will remain whole and unclipped.

As shown on the Project Area Map, the Area of Limited Planimetrics, outside the Town boundaries, are primarily composed of woodland, wetlands, and parkland along the Charles River, with small areas of residential, commercial, institutional buildings and roads. These are low density areas and will add a negligible amount of compilation time to the project.

The service provider will provide all components necessary to carry out the execution of this project, with the exception of items listed in “**Materials Provided to Vendor by Town.**”

Materials Provided to Vendor by Town

- Town of Needham boundary and Full Planimetric and Limited Planimetric polygons
- Polygon designating the pilot project area
- Road centerlines
- Parcels
- 2017 vector data (if the contract indicates updates to existing data)
- 2017 control network and control report
- Additional ancillary data
- Townwide grid for cutting aerial photograph deliverables

The link below is to a web map for this project.

<https://needham.maps.arcgis.com/apps/webappviewer/index.html?id=79c13ac6999d43429cb6b31558def3fa>

Project Management and Meetings

The Vendor will indicate in the Technical Proposal who the main contact person – Project Manager is for this project. The Town requires a minimum series of meetings with the Project manager and other key personnel, as follows:

1. Project kick-off and Planning Meeting
2. Pilot Review Meeting
3. Any review meetings necessary to resolve any significant problems.

The Technical Proposal must include these meetings as milestones in the project schedule and timeline. In addition, the dates for all proposed “delivery area” data deliveries should be specified in the project schedule and timeline. If the Vendor believes that more or less meetings are necessary, this should be indicated in the Proposal and justified. Monthly progress reports shall be submitted to the Town by the Vendor’s Project Manager

Accuracy Standards

Existing planimetrics and topography were mapped using ASPRS Class 1 for 1” = 40’ scale maps. All work will conform to this, or a more stringent standard.

Ground Control & Aerotriangulation

The Vendor will establish, and survey horizontal and vertical control networks needed to carry out this project. The Control network must meet or exceed requirements to create data and products conforming to ASPRS Class 1 for 1” = 40’ mapping.

The proposal must explain:

- The methods and steps of creating the control network for this project
- Which aerotriangulation method will be used and its advantages over other existing methods
- How the proposed aerotriangulation method will meet the desired accuracy standards
- If and how IMU or airborne GPS will be used
- Explain any contingency plans should any airborne GPS or other instruments fail

There should be a clear methodology, detailed from the start of the process to the end, including QA/QC procedures, equipment, and software to be utilized.

The Vendor is responsible for all ground control activities including the survey and catalog of Photo Identifiable points.

Deliverables:

- Must be delivered in digital formats
- Ground control report
- Ground control field notebooks
- Map showing control stations with identification numbers referenced in ground control field notebooks
- Control points as an ESRI feature class and an AutoCAD DWG

- Aerotriangulation and photograph orientation report

Coordinate System

All deliverables must be in:

NAD 1983 (2011)

State Plane, Massachusetts Mainland, FIPS 2001 (US Feet)

NAD_1983_2011_StatePlane_Massachusetts_Mnld_FIPS_2001_FtUS
 WKID: 6492 Authority: EPSG

Projection: Lambert_Conformal_Conic
 False_Easting: 656166.6666666665
 False_Northing: 2460625.0
 Central_Meridian: -71.5
 Standard_Parallel_1: 41.71666666666667
 Standard_Parallel_2: 42.68333333333333
 Latitude_Of_Origin: 41.0
 Linear Unit: Foot_US (0.3048006096012192)

Geographic Coordinate System: GCS_NAD_1983_2011
 Angular Unit: Degree (0.0174532925199433)
 Prime Meridian: Greenwich (0.0)
 Datum: D_NAD_1983_2011
 Spheroid: GRS_1980
 Semimajor Axis: 6378137.0
 Semiminor Axis: 6356752.314140356
 Inverse Flattening: 298.257222101

Aerial Photography Flight

New, natural color, vertical aerial photographs will be produced for the Town to satisfy the needs for both new orthophotographs, and new planimetric and topographic mapping. Stereo image coverage will include the entirety of the 16.52 square miles of the Full Project Area, as shown on the Project Area Map. The vendor will adhere to the appropriate ASPRS standards. Any deviation from the agreed-upon parameters of the flight will result in the rejection of the flight’s imagery.

Submitted proposals will describe the steps and procedures involved to produce aerial photography for this project, including QA/QC procedures.

Flight Plan

The Vendor will create a flight plan, to be approved by the Town, prior to the flight. Unacceptable coverage caused by deviation from the Town-approved flight plan or other parameters will be corrected at the expense of the Vendor.

Environmental Requirements

- Aerial photography will be captured during the spring flying season of 2023
- Should conditions make imagery captured in 2023 unacceptable, the imagery will be flown or reflown in the Spring of 2024.
- No snow cover shall be present
- Vegetation must be fully defoliated
- The flight will occur between the hours of 11:00 AM and 3:00 PM local time
- Cloud cover will be no more than 5% at the time of the flight
- All other conditions for aerial photograph capture must be optimal

Overlap, Sidelap, Crab, & Tilt

The Vendor will detail tolerances for overlap, sidelap, crab and tilt to be used for aerial photograph capture. The Vendor may propose alternative tolerances with explanations and details.

Parameters should conform to or exceed the following standards:

- Overlap: Shall average 60% over the line of flight with no single overlap less than 55%.
- Sidelap: Shall average 30% between adjacent flight lines with no single sidelap being less than 25%.
- Crab: Shall not exceed 5° for any flight line.
- Tilt: Shall not exceed 3° for a single exposure, 5° between exposures or average more than 1° for the entire project.

Aircraft

The Vendor is responsible for all aspects of the airplane to be used, the flight, and flight crew.

Camera

Aircraft used for this flight shall be equipped with a digital mapping/aerial camera, suitable for the creation of all required products for this project and the required accuracy standards.

The Vendor is required to submit to the Town the most recent specifications and calibration report for the camera to be used for this project. The calibration report must be submitted to the Town before aerial photography commences.

Altitude and Scale

The Aerial photographs shall be captured from an altitude appropriate for accurate and precise 1"=40' mapping and 3-inch pixel GSD [or better] orthophotographs, conforming to the accuracy standards required by the Town. It is assumed that the nominal photograph scale will be 1"=300' or better.

Deliverables:

- All deliverable materials will be in digital format
- All raster deliverables will be sent via portable hard drive
- Recent camera calibration report
- Flight lines and photograph exposure centers will be delivered in an ESRI feature class and an AutoCAD DWG
- Raw images

Digital Orthophotography

The Vendor is responsible for creating new, natural color orthophotographs for this project.

Image Requirements

- 3 inches, or better, GSD aerial photographs
- 24 bit (or better) natural color
- Orthorectified
- Dodged
- Tone Balanced

Color and tone should be even throughout the entire, mosaicked image. No striping should be visible in the image. Seamlines in the orthophotograph mosaics should be strategically placed to avoid disrupting important features and buildings. There shall be no gaps, distortions, or other defects on the images. No "airbrushing" effects will be used on any seamline or aquatic area.

The Vendor shall propose compression methods and schemes that will provide for high-quality, lossless images as well as compressed images for faster viewing.

The Vendor must describe the software, equipment, and methodologies to be used to create the orthophotograph products including QA/QC procedures.

Deliverables:

- All deliverables are to be in NAD 1983 (2011), State Plane, Massachusetts Mainland, FIPS 2001 (US Feet), as described in the Coordinate System section
- Seamless image in GeoTIFF and compressed SID format
- Tiled image set in GeoTIFF and compressed SID format
 - Tile grid will be supplied by the Town

Planimetric Mapping

The Vendor will be responsible for creating completely new planimetric data, or updated data, utilizing photogrammetry. Stereo compilation of the features will be conducted under the direct supervision of an experienced ASPRS Certified Photogrammetrist in order to meet the goals, requirements, and accuracy standards of this project. The Feature Class List shows the features to be collected and Feature Class Details provides expanded information. In addition to the information enclosed, the vendor and Town will go over interpretation methodology and database schema before the start of the project.

The Vendor must list and describe the equipment, software, methods, procedures, and QA/QC to be used to compile this project to the Town's desired scale and accuracy standards. QA/QC procedures must include details on ensuring that features are not missed or skipped by compilers.

All lines, points and polygons must be topologically clean, with no undesired overlap, gaps, slivers, line dangle, duplicates, or other defects. All feature class attributes must be consistent, and use correct English spelling where applicable.

Deliverables:

- Features as specified in the Feature Class List and Feature Class Details
- Planimetric features will be delivered as data in feature classes within an ESRI Geodatabase, in addition to AutoCAD DWG files

Topographic Mapping & Digital Elevation Model

The Vendor will create a new Digital Elevation Model (DEM) and new topography, both based on the 2023 imagery. Alternatively, the 2017 contours may also be updated, based on the new imagery. The Vendor must describe the methodologies to create these products, including QA/QC procedures.

The elevation attribute units will be in feet for all topographic and DEM products. All elevation contour lines and spot elevations will have the corresponding elevation as an attribute.

All linework shall be smoothed and not have any line defects, including jagged lines, duplicate linework, overlaps, dangles, or other line breaks, except where the project area ends 1,000 feet or more from the Town boundary. This is shown on the enclosed Project Area Map. Spot elevations will not have any overlapping points.

Deliverables:

- All deliverables will be feature classes within an ESRI Geodatabase and AutoCAD compatible formats
- 2-foot contours
- 10-foot index contours
- Spot Elevations
- Breaklines
- Digital Elevation Model (DEM)
- Mass points with elevation attribute

Metadata

Data delivered to the Town in ESRI file formats will include Federal Geographic Data Committee (FGDC) compliant metadata within the file itself, in addition to individual XML metadata files for each feature type.

This metadata will include, at a minimum, information coordinate system, measurement units, capture date of original imagery, attribute & domain information, data quality and metadata reference. All information within the metadata must be entered in the appropriate categories.

Deliverables:

- XML metadata files
- Feature class-engrained metadata

Pilot Project

The Vendor will deliver a Pilot Project within the area designated by the Town, as detailed on the Project Area Map. This will ensure that both the Town and the Vendor agree as to the methodologies and qualities needed for this project. This small area will include a mosaicked orthophotograph, all planimetrics, and topography.

Project Guidelines

- All pilot project data will be delivered in NAD 1983 (2011), State Plane, Massachusetts FIPS 2001 (US Feet), as listed in the Coordinate System section.
- Produced to meet the agreed upon accuracy standard, equivalent to 1"=40'.

Deliverables:

Test area with full planimetrics, orthophotographs, topography and DEM

Planimetrics

- Features as specified in Feature Class List and Feature Class Details
- Planimetric features will be delivered as data in feature classes within an ESRI Geodatabase and AutoCAD DWG files

Topographic Mapping & Digital Elevation Model

- All deliverables will be feature classes within an ESRI Geodatabase and in AutoCAD compatible formats
- 2-foot contours
- 10-foot index contours
- Spot Elevations
- Breaklines
- Digital Elevation Model (DEM)
 - Vector-based Triangulated Irregular Network (TIN)
 - Raster-based DEM

Feature Class Details

- Bridges
 - Includes both large, road-carrying bridges as well as footbridges
- Buildings
 - Roofed structures greater than 9 square feet in area and 4 feet in height
 - Buildings touching any project area buffer are to be drawn whole and not clipped to the buffer
 - If a building is under construction, it will still be drawn to the best abilities of the compiler, including open foundations
 - Attributes include roof elevation
- Decks & Patios
 - Concrete, wood, asphalt, gravel-covered concrete, composite decking, brick, pavers, stone, flagstone, or other common materials used for decks and patios
 - Includes hard surfaces around swimming pools
- Dock/Pier/Boardwalk
 - Includes all docks and piers that might be on a river, pond, or other aquatic area
 - Includes all boardwalks, which primarily appear in wetland areas
- Driveways

- Includes paved driveways of concrete, asphalt, concrete tracks, pavers, brick, stone, or other common materials used for driveways
- Includes unpaved areas of dirt, gravel, crushed shell, or other common materials for unimproved driveways
- Electrical
 - Includes power substations, streetside transformer boxes, electrical equipment boxes larger than 4 square feet in area and freestanding solar panels
- Fences
 - Includes fences, fences mounted on top of walls, guardrails and trimmed hedges used as a dividing structure
 - Trimmed hedges should be more than 3 feet tall and will be drawn by centerline
- Monuments
 - Monuments, statues, and fountains
 - Does not include ordinary headstones in cemeteries
- Painted Lines
 - Parking spaces within parking lots
 - Directional arrows within parking lots
 - Parallel parking spaces on streets
 - Crosswalks
 - If two, parallel lines, draw down center of each line
 - If filled, hatched or other area, draw the outside edges
 - No Parking/Fire Lane zones in parking lots
- Parking Lots
 - Parking area for automobiles as well as the driveways that feed into it
 - Includes paved parking areas of concrete, asphalt, concrete tracks, pavers, brick, stone, or other common materials used for parking lots
 - Includes unpaved parking areas of dirt, gravel, crushed shell, or other common materials for unimproved parking lots
- Poles
 - Includes utility poles, lamp poles, utility/lamp poles, traffic light poles, pedestrian crossing lights, railroad signals, railroad gates, streetside bollards, misc. posts
 - Flag poles (added for 2023)
- Railroads
 - Are to be drawn as a centerline between a set of single tracks
- Roads
 - Roads in this project are defined as vehicle accessible ways that generally coincide with the road centerline file
 - A road centerline file will be sent to the Vendor by the Town
- Sidewalks
 - Sidewalks along roads, in public areas and in institutional and commercial settings
 - Sidewalks adjacent to housing
 - Exterior stairways in parks, institutional and commercial settings
 - Exterior stairways adjacent to housing
 - Does not include stepping stone paths
 - Includes walkway materials made of continuous surfaces of flagstone, concrete, stone, pavers, asphalt, gravel covered concrete, brick
- Signs
 - Large commercial signs on poles, walls or mounted on the ground
 - Most will be near a road
- Sports Fields
 - Includes, but is not limited to:
 - Baseball & Softball infields, base paths, pitcher's mounds, and warning tracks
 - Improved surface running tracks
 - Track & field use areas, including shotput, discus, javelin pads
 - Basketball courts, outer boundaries

- Playground outer boundaries
 - Tennis court surfaces, outer boundaries
 - Golf
 - Fairways
 - Greens
 - Sand traps/bunkers
 - Tee boxes
 - Putting greens
 - Driving ranges
- Sports Lines
 - Includes but is not limited to:
 - Baseball foul lines
 - Football yard lines, end zones, sidelines
 - Lacrosse lines and circles
 - Soccer lines and circles
 - Outdoor basketball court lines
 - Tennis court lines
 - Paved playground lines, boxball squares
- Spot elevations
- Streams
 - Feature will be used when the river, stream, brook, canal, or drainage ditch feature is too small to draw as a polygon
- Swimming Pools
 - In-ground and above-ground
- Tanks
 - Water, propane, and natural gas tanks, including those in residential areas
 - Feature class will not differentiate types of tanks
- Topography
 - 10' index contours
 - 2' intermediate contours
 - Attribute to indicate index or intermediate, and additional fields to indicate conditions such as obscuration, depression, etc.
- Towers
 - Includes single part tower structures and multi-base towers
 - Multi-base towers have points at base of each anchor point
 - Includes wire support bases for large towers
 - Free-standing satellite dishes
- Trails & Unimproved Paths
- Vegetation
 - Vegetation features will overlap wetland feature class so that wetland types can be inferred
- Walls
 - Includes tops of dams located on rivers
- Water/Sewer/Drains
 - Catchbasins and manhole covers
 - Both in-pavement and in other open areas
- Waterbodies
 - There will be no differentiation between river and pond features
- Wetlands
 - Includes, but is not limited to, areas of wooded wetlands, shrub swamp, bogs, and open marsh
 - Overlaps with the vegetation feature class to help distinguish wetland types

2.03 - QUALITY REQUIREMENTS (Minimum Criteria)

In addition to the conditions established hereunder, Bidders must also meet all provisions of the criteria as set forth below in order to qualify for consideration. Any Bidder who does not satisfy this will be rejected as non-responsive.

The Bidder has five (5) years or more experience in producing and delivering high-accuracy photogrammetry on schedule and to the satisfaction of its clients. The proposed team has worked together on at least three (3) projects similar in size and scope to this project.

The Bidder has successfully completed at least four (4) equivalent planimetric and topographic mapping projects for cities, towns, or similar areas in the past 4 years. The planimetric and topographic data has detailed planimetric photointerpretation and have been delivered in ESRI GeoDatabase format.

The Bidder demonstrates the ability to commence and perform required work promptly upon award of contract.

The Bidder must provide proof that it has or can provide all required insurances in the amounts stated in the RFP.

The Bidder must have possession of all permits, licenses, and professional credentials necessary to perform the services as specified in this RFP.

The bidder must agree to execute the Town's standard 30B Short Form Agreement.

End of Section

**PART 3
SELECTION PROCESS**

3.01 Selection Process Overview

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Part 2, satisfy the Submission Requirements (Part 4), will then be judged on Comparative Evaluation Criteria (Part 3). The criteria to be utilized for this project are shown below. Proposals will be assigned a rating of **Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the Chief Procurement Officer (CPO) will assign a rating to each proposal. Qualified Bidders **MAY** be required to make a presentation and discuss their proposal and services with the Evaluation Committee.

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

3.02 Comparative Criteria

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

Photogrammetric/ Planimetric Mapping Experience	
Highly Advantageous	The project team has successfully performed comparable digital planimetric mapping for at least seven (7) similar in size and scope projects.
Advantageous	The project team has successfully performed comparable digital planimetric mapping for at least five (5) similar in size and scope projects.
Not Advantageous	The project team has successfully performed comparable digital planimetric mapping for at least three (3) similar in size and scope projects.
Unacceptable	The project team has successfully performed comparable digital planimetric mapping for Less than three (3) similar in size and scope projects.

Orthophotography Experience	
Highly Advantageous	The project team has successfully produced and delivered comparable color and CIR digital orthophotography from the proposed camera system for at least seven (7) clients.
Advantageous	The project team has successfully produced and delivered comparable color and CIR digital orthophotography from the proposed camera system for at least five (5) clients.
Not Advantageous	The project team has successfully produced and delivered comparable color and CIR digital orthophotography from the proposed camera system for at least three (3) clients.
Unacceptable	The project team has successfully produced and delivered comparable color and CIR digital orthophotography from the proposed camera system for less than three (3) clients.

Exceptions to the BID	
Highly Advantageous	Bidder has no exceptions to the BID package.
Advantageous	Bidder has a limited number of minor exceptions to the BID package
Not Advantageous	Bidder has one or more significant exceptions to the BID package.
Unacceptable	Bidder has an unacceptable exception(s) to the BID package.

Overall Quality of the Response	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town’s needs. Bidder addressed all the Town’s requirements in detail with credible answers.
Advantageous	The proposal is complete and addresses the scope of services and the bidder meets all the quality requirements. Bidder addressed all the Town’s requirements, a majority in detail, but some responses were incomplete or unclear.
Not Advantageous	The proposal is incomplete or is not clear whether it satisfies the scope of services, but the bidder meets the all the quality requirements. Bidder addressed some of the Town’s requirements, but a majority of the responses lack sufficient detail.
Unacceptable	The proposal is incomplete or is unclear. Bidder did not address all the Town’s requirements, provided incomplete responses, lacked sufficient detail, or were deemed not credible.

3.03 Bidder Presentation

Qualified Bidders **MAY** be required to make a presentation and discuss their proposal and services with the Evaluation Committee. The Town currently does not anticipate presentation to be made.

3.04 Price Proposal

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the demonstration and requested presentations have been conducted.

Price Structure	
Highly Advantageous	Highly Advantageous technical proposal which offers the lowest price.
Advantageous	Highly Advantageous technical proposal which offers a competitive price or Advantageous technical proposal which offers the lowest price.
Not Advantageous	Advantageous technical proposal which offers a competitive price.
Unacceptable	A proposal that is neither Highly Advantageous or Advantageous and is not the lowest price.

3.05 Recommendation

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of prior work, and the price proposals.

The Town shall **NOT** be responsible for any costs incurred by the bidder during the entire selection process. The Town will perform whatever research it deems necessary into the bidder’s history, financial viability, and references. The bidder shall cooperate with the Town by providing appropriate information.

The Committee will consider the completeness of the bidder’s proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Town may select other than the lowest cost proposal. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget. The Chief Procurement Officer will make an award recommendation to the Town Manager.

End of Section

PART 4
SUBMISSION REQUIREMENTS

4.01 Technical Proposal Requirements

The **Technical Proposal** must include the following:

The **Technical Proposal** shall contain one (1) original and one (1) electronic version of the proposal (PDF format on a thumb drive) in a sealed package. **The printed version of the Technical Proposal must be inserted into a three-ring binder, three-hole punched, with consecutive page numbers and dividers between sections.** A copy of the technical proposal is to be provided on a thumb drive so that the proposal can be shared with the members of the evaluation team. The Technical Proposal must clearly be marked: **“GIS New Aerial Imagery for Planimetric and Topographic Data Services – TECHNICAL PROPOSAL”**. The Technical Proposal must be signed by an individual authorized to bind the Bidder to the contract.

The **Technical Proposal** shall be a concise but responsive description of methods and equipment to be used, including specifics requested in this RFP, for all tasks identified under the Required Services (Part 2 section 2.02), including a description of any proposed technical alternatives.

The **Technical Proposal** shall include a list of Vendor's in-house equipment and other equipment that will be utilized for this project. The list should indicate clearly which equipment is owned by the Vendor and which is leased.

The **Technical Proposal** shall disclose and explain activities to be subcontracted, including the name and address of subcontractor.

The **Technical Proposal** shall include a work schedule and timeline with proposed major delivery milestones, including Town responsibilities.

The **Technical Proposal** shall describe the Quality Assurance/Quality Control procedures.

The **Technical Proposal** shall provide a list of the office locations where all work for this project will take place. This includes offices both inside and outside of the United States.

The **Technical Proposal** shall include a sample project, completed for another client, comparable to the scope of this project, to assist the Town in evaluating the potential quality of work. This includes:

- Orthophotographs in GeoTIFF or MrSID format
- Vector planimetric features interpreted from same orthophotographs, in ESRI Shapefile or Geodatabase Feature Classes
- Digital Elevation Model and topography of the same area
- All raster and vector data must share the same coordinate system

4.02 Technical Proposal Submission Requirements

The proposal is to be submitted and addressed as follows: Office of the Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492.

The bid is to be clearly marked: **BID - GIS New Aerial Imagery for Planimetric and Topographic Data Services**

The bid must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) **at least 90 calendar days** from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addendums filed under this bid.

Bidder should acknowledge all addenda related to this RFP. Failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of an

addenda. Bidders are encouraged to check the Town's website www.needhamma.gov/bids.aspx for addenda before submitting their bid to the Town.

Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.

MUST provide a minimum of **five (5) references from the New England (CT, MA, ME, NH, RI, VT) governmental clients**. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. However, the Town reserves the right to use itself as a reference and contact references other than those submitted by the Bidder. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. **If any of the requested information is not available, the bidder is to disclose why.**

A signed **Certificate of Good Faith**.

A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.

A completed **Promise to Execute Contract** form which states the bidder is aware and agrees that the final contract to be executed by the parties will be done remotely via the method determined and chosen by the Town. Currently the Town uses DocuSign to execute contracts.

A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.

Bids must be received, and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE PROPOSALS WILL NOT BE CONSIDERED.

A **Bid Bond** is **not** required.

A **Performance Bond** is **not** required.

Inclusion of any "price" in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

4.03 Price Proposal Submission Requirements

The Price Proposal shall contain one (1) original sealed **Bid Price Form** signed by an individual authorized to bind the bidder. The sealed envelope must be clearly marked "**GIS New Aerial Imagery for Planimetric and Topographic Data Services – PRICE PROPOSAL**". The price must remain firm for **90 calendar days**. The bid submitted must be without conditions or exceptions.

All bidders are expected to complete and include in the Price Proposal envelope the following:

A completed Bid Price Form (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a conditional bid and the proposal will be rejected.

Bidders must disclose in their Price Proposal any charges that would be owed by the Town including any third party that is necessary to successfully implement and use the proposed solution.

4.04 Other Requirements and Notices

The bidder MUST also include PDF version of the Technical Proposal on a thumb drive.

Failure to complete any form, provide the requested information, or make any alterations to forms that are required to be submitted as presented may be deemed a **conditional bid** and the bid will be rejected.

Bidder should acknowledge all addendums related to this bid, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however, the bidder shall be subject to any terms, conditions, and/or requirements that may be identified or result from the issuance of the addenda.

Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

End of Section

PART 5 – CHECKLIST AND FORMS FOR SUBMISSION
Checklist

Company Name: _____

Checklist

Bidder Name: _____

- Bidder has completed and returned the **Acknowledgement of Receipt** form (prior to bid submission).
- Bidder has prepared and submitted the **Technical Proposal** addressing all the points raised in the RFP. The proposal has a table of contents to easily find the required information.
- Bidder has completed, signed, and enclosed the **Bidder Information Response**.
- Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws** or provided the Certificate of Good Standing by the Department of Revenue.
- Bidder has completed, signed, and enclosed the **Promise to Execute Contract**.
- Bidder has provided a minimum of **five (5) references from New England governmental clients**.
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal stating the individual has the authority to submit the proposal on behalf of the Bidder and can bind the Company to the contract if awarded.
- Bidder has completed, signed, and enclosed the Bid Price Proposal or an exact copy in a separate sealed envelope from the Technical Proposal. **Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.**
- Bidder has provided a PDF copy of the Technical Proposal (BUT not the Price Proposal) on a thumb drive.
- Bidder acknowledged all addenda if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bidder Information Response
GIS New Aerial Imagery for Planimetric and Topographic Data Services
23GEN235G

Legal Name of the Bidder: _____

Company Name: (if different) _____

Company Address _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Toll Free Number: _____

State of Incorporation (Date): _____ (_____)

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual Submitting the Bid:

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Telephone: _____

Email Address: _____

Individual to be contacted about the Bid:

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Email Address: _____

Telephone: _____ Best Times to Contact: _____

It is the Bidder's responsibility to monitor the email address for the Bidder's contact person, provided in the Submission. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Email Address: _____

Telephone: _____ Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the bidder (Company) to contract, if awarded?
 Yes No
2. The bidder represents and warrants that the Company is authorized to conduct business in the Commonwealth of Massachusetts in the manner contemplated by this bid. Yes No
3. Is the bidder prepared to provide the insurances as required? Yes No
4. Is the bidder a legally define small/woman/minority owned business? Yes No If yes, please attach the documentation to this form.
5. Has the bidder placed any conditions and/or restrictions on that which is called out by the Town in its bid package or any addendum? Yes No
6. If the answer to #5 (above) was YES, have the conditions and/or restrictions been put in writing and included with the submission? Yes No N.A. (A "No" response may be cause for rejection)
7. Are there any exceptions to the Town's specifications? Yes No
8. If the answer to #7 (above) was YES, have the exceptions been put in writing and included with the submission?
 Yes No N.A. (A "No" response may be cause for rejection)
9. Is the bidder presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any activity contemplated by this bid by and Federal or State department or agency in the last five (5) years preceding this bid? Yes No (A "Yes" response may be cause for rejection). If yes, please describe the situation(s). Please attach the writing to this form.
10. The bidder confirms that neither it, nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three (3) years preceding this bid, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners or managers, principal officers or any person who would perform any services contemplated by this BID, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property?
 Yes No (A "Yes" response may be cause for rejection). If yes, please describe the situation(s), disclose whether the individual(s) is/are still engaged with the company. Please attach the writing to this form.
11. Has the bidder had any contract with a municipality terminated (whether for convenience, non-performance, or any other reason), or has the bidder entered into legal action with a customer, on or after July 1, 2019? Yes No (A "Yes" response may be cause for rejection). If yes, please describe the situation(s) and include the name and address of the municipality(ies). Please attach the writing to this form.
12. The Bidder has at least five (5) years' experience producing and delivering high-accuracy photogrammetry on schedule and to the satisfaction of its clients. The proposed team has worked together on at least three (3) projects similar in size and scope to this project? Yes No
13. The Bidder has successfully completed at least four (4) equivalent planimetric and topographic mapping projects for cities, towns or similar areas in the past four (4) years. The planimetric and topographic data has detailed planimetric photointerpretation and have been delivered in ESRI GeoDatabase format? Yes No

14. Is this Proposal to update existing data? Yes No

15. Is this Proposal to submit completely new data? Yes No

16. Has the bidder requested any changes to the Town's contract? Yes No (if "yes" the changes must be attached to this form and included in the Technical Proposal).

17. Is the Bidder prepared to execute the Town's contract as written if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

CERTIFICATE OF GOOD FAITH
GIS New Aerial Imagery for Planimetric and Topographic Data Services
23GEN235G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for _____, a partnership.
- as _____ for _____, a corporation.
- as attorney in fact for _____, the principal.
- as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.**

• Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association or Partnership:

_____ (Print)

Federal Tax ID Number or Social Security Number:

• By: _____ Date: _____
(Authorized Corporate Signature)

Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

*** Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

THIS FORM MUST BE FILED WITH BID SUBMISSION

PROMISE TO EXECUTE CONTRACT

The undersigned hereby certifies that following individual(s) is/are authorized to execute and bind the firm to a contract with the Town of Needham, and that if awarded* the contract will be executed electronically. It is understood that the Town will forward the contract to be executed via DocuSign to the identified individual(s) and that no other person on behalf of the firm must sign the contract to become binding on the firm.

Signature of individual submitting the bid

(Date)

Individual Full Name (Print/Type)

Name and title of the individual who will execute the contract on behalf of the company if the Town awards the contract to the company (please print/type information):

Name: _____

Title: _____

Email address to send the Contract: _____

Name of the Individual who will sign CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS section of the contract, if different from the individual who will sign the contract:

Name: _____

Title: _____

Email Account to Send Contract: _____

*The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

We request a waiver from this requirement for the following reason:

THIS FORM MUST BE FILED WITH BID SUBMISSION

Professional References

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

(A minimum of five (5) New England governmental references)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE
FILED WITH BID SUBMISSION**

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**) * SEAL HERE

7. Name: _____
(Please print or type name in line 6) *

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Bid Price Proposal Form

**This Document is to be submitted in a Separately Sealed Envelope from the Technical Proposal
GIS New Aerial Imagery for Planimetric and Topographic Data Services
23GEN235G**

Bidders may submit a proposal to provide completely new data, and/or to update planimetrics and/or terrain data.

The Bid Price Form is to be signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a conditional bid and the proposal will be rejected.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked **“GIS New Aerial Imagery for Planimetric and Topographic Data Services - PRICE PROPOSAL”**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Prices proposed by the bidder shall be irrevocable until contract award unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Town prior to contract award but after the **expiration of 90** days after the opening of the proposals. This shall not limit the discretion of the Town to request revisions and/or conduct negotiations.

Bidder Name:

The Bidder offers the following prices for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses. *	
Bid Pricing To Update Data	
Phase 1	\$
Phase 2	\$
Phase 3	\$
Phase 4	\$
Phase 5	\$
Final	\$
Other (attach a detailed listing)	
*Grand Total	\$

PROMPT PAY DISCOUNT (Not required but if NOT offering a discount indicate by writing “ZERO”) The Town of Needham general payment terms are net 30 days. Enter the Prompt Payment Discount percentage (%) off the invoice amount, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example: 5% - 10 Days 4% - 15 Days 3% - 20 Days 2% - 30 Days

Prompt Payment Discount	
--------------------------------	--

Bidder Name:

The Bidder offers the following prices for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses. *	
Bid Pricing to Provide Completely New Data	
Phase 1	\$
Phase 2	\$
Phase 3	\$
Phase 4	\$
Phase 5	\$
Final	\$
Other (attach a detailed listing)	
*Grand Total	\$

PROMPT PAY DISCOUNT (Not required but if NOT offering a discount indicate by writing "ZERO") The Town of Needham general payment terms are net 30 days. Enter the Prompt Payment Discount percentage (%) off the invoice amount, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example: 5% - 10 Days 4% - 15 Days 3% - 20 Days 2% - 30 Days

The undersigned proposes to provide the **GIS New Aerial Imagery for Planimetric and Topographic Data Services** in accordance with the accompanying requirements provided by the Town dated [March 9, 2023](#)) and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. In the event that the numeric price and the written price differ, the written price shall prevail.

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature)

(Printed Name and Title of Signatory)

THIS FORM IS FILED AS PART OF THE PRICE PROPOSAL SEPARATE FROM THE TECHNICAL SUBMISSION

Last Page of Bid Form

Non-Submittal Response Form
Parking Citation Processing Services
23GEN235G

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We, therefore, appreciate your responses to this non-submittal response form.

Please complete and email this form to: pcentral@needhamma.gov

Please indicate your reason for responding with a "non-submittal":

- We were unable to meet requirements for this procurement.
- We were unable to provide the goods or services requested in this procurement.
- We were unable to meet time frame established for start and or completion of project.
- We obtained the bid package too late in order to evaluate and submit a bid.

Received on: _____

- Other (Please explain): _____

Company Name: _____

Company Address: _____

Telephone: _____ Fax number: _____

Email Address: _____

Primary Contact: _____ Title: _____

Date: _____