

A REQUEST FOR PROPOSALS (RFP)

**Denver Regional Aerial Photography Project 2010:
Data Acceptance Testing**

November 9, 2009

**DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 700
Denver, Colorado 80203-5606**

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I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

A. Summary

The Denver Regional Council of Governments (DRCOG) is soliciting proposals from individuals with experience in independent review of digital color orthoimagery (also known as Data Acceptance Testing - DAT) resulting from the 2010 Denver Regional Aerial Photography Project (DRAPP) digital aerial photography acquisition contract commencing in February, 2010.

B. RFP Schedule

Consideration of the responses will be governed by the following schedule:

Milestone	Details	Date
Distribution	Requests for Proposals will be forwarded to consultants and firms who have indicated an interest in participating in this project and/or who have displayed evidence of expertise in the independent review of digital color orthoimagery. The RFP will also be posted on DRCOG's website at www.drcog.org .	11/9/09
Questions and Inquiries	Please use the DRCOG Q&A Web page to submit questions: http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=CRS07 All questions and answers will be posted on this Web page for all interested parties to view. Questions must be submitted by this date.	11/18/09
Question Responses	DRCOG will only respond to questions and inquiries via the DRCOG Q&A web page to ensure that all candidate individuals and firms have the same information: http://www.drcog.org/bids/faq/dsp_viewfaqs.cfm?code=CRS07 Responses to the final questions and inquiries will be posted by this date.	11/20/09
Submittals due	Responses to this request must be received at the following address no later than 5:00 PM Mountain time: Denver Regional Council of Governments Attention: Matt Krusemark 1290 Broadway, Suite 700 Denver, Colorado 80203-5606 Proposals shall be mailed to DRCOG on DVD/CD-ROM media (in Adobe PDF document format) with a 40 page limit excluding any appendices.	11/24/09
Interviews (optional)	Interviews, if required, will be held on or before this date. Notification of selection for an interview will be given on or before 12/1/09.	12/7/09

Recommendation and Authorization	Following review of responses, DRCOG staff to prepare recommendation to proceed to contract with one (or more) of the responding vendors. DRCOG staff to seek approval from DRCOG's Administrative Committee to proceed to contract with selected vendor(s).	12/16/09
Contract Execution	DRCOG staff to begin contract negotiations with selected vendor(s). DRCOG may contract with one or more vendors to complete the entire scope of work.	1/25/10

C. General Instructions

- 1. Inquiries**– Inquiries regarding this RFP should be submitted by the date listed above via the DRCOG Q&A Web page:
http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=CRS07
- 2. Project Direction** – Matt Krusemark (mkrusemark@drcog.org) will be responsible for providing direction to the selected vendor(s).
- 3. Signatory Requirements** – Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.

D. Required Elements in Response/Response Format

Respondents must submit proposals that are complete, thorough and accurate. Instructions regarding scope and content are given in this section. These instructions are designed to ensure that all submissions provide the information needed to evaluate each proposal. Sales brochures and other similar material may be attached to the proposal but shall not be used in determining the extent to which the proposal is responsive or complete.

To expedite the evaluation of proposals, Respondents should organize their proposals in the specified sequence, number each page, and include a table of contents.

Respondents may respond to any or all of the tasks outlined in the Scope of Work (Section II). Responses should address each of the tasks separately covering the points outlined in part B “Response Format” below for each task (only one cover letter is required).

Please limit each task-response to no more than ten pages, excluding any appendices.

Consulting firms, teams, or individuals responding to this RFP shall provide the following information in their proposals in the order listed herein.

1. **Cover Letter** - Respondents should submit a cover letter expressing their interest in the project. The letter should contain, at a minimum, the following information:
 - a. Statement of interest referencing DRAPP data acceptance testing (DAT).
 - b. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - c. The Firm name, Firm's address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
 - d. An authorized principal or partner of the firm shall sign the letter.

2. **Technical Approach** –The Respondent should address the following:
 - a. Proposed methodology for testing the positional accuracy of the imagery.
 - b. Proposed method for reviewing aesthetic quality of the imagery.
 - c. Method(s) for reviewing other associated data (metadata, etc.).
 - d. Proposed/preferred communication and reporting processes to DRCOG Project Manager and DRAPP participants.
 - e. Other items (that the respondent deems relevant to this task).

3. **Evidence of Appropriate Skills and Experience** – Respondents should include information that clearly demonstrates the knowledge, skills and abilities of both their corporate entity, and key assigned staff, to complete the work they propose. Experience summaries of the key individuals shall be provided. These summaries should clearly identify prior experience on similar projects in similar roles, and outline the responsibilities these individuals will have in the context of this project. Full resumes of these individuals may be included as an appendix.

Respondents that intend to use subcontractors and/or work in some form of joint venture partnership must provide the same information for each subcontractor and/or each member of a joint venture.

If the Respondent anticipates using any offshore labor, either through subcontract or their own offshore production facilities, the Respondent must provide a detailed account of: i) their prior experience managing such a complex arrangement; and ii) a description of a management process that outlines all project management processes and controls used to ensure the timely completion of all offshore work.

4. **Evidence of Past Performance** – Respondents should include a tabular summary (and any other written summary deemed necessary) that clearly demonstrates they have performed the work outlined in their statement of work in the past. This should include evidence that the work was completed to the satisfaction of the client.

5. References - Respondents shall provide descriptions of at least three projects completed by the Respondent that are similar in scope and magnitude to the tasks on which they are bidding. Each description must include client name, project description, contact name, phone number and email address. Our RFP review will include calls to all of these references.

6. Cost Information - Respondents shall provide a firm, fixed price bid for the services they intend to offer.

Any subsequent contract with the selected respondent will be executed in accordance with Attachment A of this RFP. Any such contract is contingent on the availability of funds.

7. Project Management and Scheduling Expertise - Respondents shall identify the management techniques that they are using to assure the completion of projects within schedule and budget.

E. Selection Process

DRCOG will establish a proposal review team to review the responses to this RFP that are received prior to **5:00 pm Mountain** time on 11/24/09. After the review of responses, oral interviews of the most qualified firms may be conducted at the discretion of the review team. DRCOG staff will recommend a vendor or vendors to the Administrative Committee of the DRCOG Board of Directors on 12/16/09. Upon Administrative Committee approval, the selected vendor(s) will be notified and negotiations for a contract to provide services will commence.

F. Evaluation Criteria

The RFP Review Team will review all proposals and evaluate each of them based on the following criteria. The team will also account for DBE status, if applicable. Each criterion will be weighted as identified, with each proposal assigned a final numeric score:

- Corporate background and experience (10%)
- Background and experience of assigned staff (15%)
- Corporate capacity to assume the associated risk (20%)
- Technical Approach (30%)
- Price (25%)

As a minimum, the RFP Review Team will consider the following points in evaluating the proposals:

- Does the Respondent demonstrate a clear understanding of the DRAPP project and DRCOG's needs as outlined in this RFP?

- Does the Respondent possess the ability, capacity, skill, and financial resources to complete the project?
- Does the Respondent have the character, integrity, reputation, judgment, experience, and efficiency required to complete the work?
- Does the Respondent propose to perform the work at a fair and reasonable cost?
- Is the Respondent a qualified disadvantaged business enterprise?

G. Special Conditions

- 1. Rejection Rights** - All respondents are notified that the execution of a contract pursuant to this Request for Proposal is dependent upon approval by DRCOG. The Denver Regional Council of Governments reserves the right to reject all responses and re-solicit if deemed by the Denver Regional Council of Governments to be in its best interests. Selection of a vendor(s) is also dependent on the negotiation of an acceptable contract with the successful respondent.
- 2. Costs of Response Preparation and Other Charges** - No reimbursement will be made by DRCOG for any costs incurred prior to an executed contract.
- 3. Request for Proposal** - All responses to this request become the property of DRCOG upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. DRCOG shall have the right to use any or all of the ideas or adaptations of the ideas contained in any proposal received in response to this solicitation. Any proprietary information submitted in response to this request shall be clearly marked and will be handled in accordance with applicable federal and state procurement regulations. Neither cost information nor the total response will be considered proprietary. This policy and award of bids provisions herein are solely for the fiscal responsibility and benefit of DRCOG, and confer no rights, duties or entitlements to any bidders or respondents.
- 4. Equal Employment Opportunity** - In connection with this request, the selected vendor(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped, a disadvantaged person, or being a disabled or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

The selected vendor(s) will furnish all necessary information and reports and will permit access to its books, records, and accounts by DRCOG for purposes of investigation to ascertain compliance with the nondiscrimination provisions of any resultant contract.

- 5. Noncompliance** - In the event of the selected vendor(s) noncompliance with the nondiscrimination provision of any resultant contract, DRCOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- a. Withholding of payments under the contract until the selected vendor(s) complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Allowable Costs** - Allowable costs under any subsequent contract will be determined in accordance with Attachment A of this RFP and applicable provisions of the Code of Federal Regulations (CFR).
- 7. Insurance Requirements** - Contracts executed pursuant to this solicitation will require the selected vendor(s) to carry the following minimum amounts of insurance:
- a. Workers' Compensation in statutory limits.
 - b. Employer's Liability Insurance: \$100,000/each accident, \$500,000/each disease, and \$100,000/each disease-per employee – policy limit.
 - c. Comprehensive General Liability Insurance: \$1,000,000/Occurrence
 - d. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident (if applicable)
 - e. Professional Liability Insurance: \$1,000,000 limit.

Said insurance will be required to be maintained in full force and effect during the term of the contract.

- 8. Suspension and Debarment** - By submitting a proposal in response to this RFP, the respondent also represents that its organization and its principals are not suspended or debarred per Federal requirements.
- 9. Prohibition Against Employing Illegal Aliens** - By submitting a proposal in response to this RFP, the respondent hereby certifies that prior to entering into any Contract for this Project and at the time of providing this certification, the respondent does not knowingly employ or contract with an illegal alien; and that the respondent will participate in the E-Verify program or the Department Program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively in order to verify that it does not employ any illegal aliens.

The respondent acknowledges that if this is a public contract for services, any contract shall include a prohibition against employing illegal aliens in conformance with C.R.S. § 8-17.5-101 et seq., and that respondent will comply with the requirements of C.R.S. § 8-17.5-101 et seq.

10. Period of Performance – The work on all components expected under this solicitation must be completed by 1/31/2011. Work programs for specific projects will be negotiated and the period of performance for the work is not expected to exceed 12 months.

II. PROJECT DESCRIPTION

A. Introduction

DRCOG seeks expert, professional assistance in the area of Data Acceptance Testing of the imagery produced by our Orthoimagery Acquisition vendor.

B. Statement of Work

The successful Respondent will furnish all of the following services:

Provision of general Project Management support in overseeing the operations of the 2010 DRAPP project. In general terms, the services to be rendered by the Contractor include:

- 1) Establish a region-wide network of hard and photo-identifiable ground control points for the independent verification of the horizontal positional accuracy of the 2010 orthoimagery (see Appendix D).
- 2) Perform Data Acceptance Testing review of all imagery and digital product produced by the DRAPP ortho vendor.
- 3) Assist DRCOG in technical matters relating to Data Acceptance Testing and other Quality Control issues.
- 4) Provide expert input on DAT matters.

Requirements

The Contractor shall execute and complete all the tasks set out in this Statement of Work in conformance with the following requirements and specifications and any contractual modifications or additions to these specifications.

- The Contractor has prior experience in the Quality Assurance/Quality Control processes used to review and evaluate digital orthophotography.
- The Contractor must develop, obtain approval for, and execute a DAT plan providing a detailed account of the proposed DAT methodology.
- The Contractor has demonstrable knowledge and understanding of relevant national standards and industry norms for the positional accuracy, aesthetic quality, and metadata reporting of digital aerial photography.
- The Contractor must complete the DAT review of each data set within 30 days of delivery.
- The Contractor must be willing to accept the contractual performance controls outlined elsewhere in this RFP.
- The Contractor must be accessible during DRCOG business hours throughout the term of the proposed contract.
- The Contractor must be willing and able to attend all DRAPP meetings, if requested.

Tasks and Deliverables

The Contractor shall furnish all materials, supervision, labor, equipment, and transportation, unless otherwise specified in this Statement of Work, to complete the following tasks and deliver the listed products.

Task 1 – Establish a region-wide network of Ground Control Points (GCPs).

The Contractor will establish a region-wide network of GCPs across the DRAPP 2010 project area. This network of GCPs will consist of both “hard” panels and photo-identifiable points. All points will be established using criteria and a methodology developed in concert with DRCOG, and approved by DRCOG. Key activities in this task will include:

- The Contractor’s documentation of the proposed criteria and methodology for the establishment of this network of GCPs.
- The paneling, surveying and recording of hard control points. All points will be surveyed to an agreed level of accuracy, by a Colorado licensed professional surveyor, following industry standards. Panel point locations will be described and sketched on GPS Log Sheets kept during GPS field observations.
- Hard control point (panel points) locations will be determined by extending GPS baselines from NGS first order control stations utilizing Survey Grade GPS receivers. The positional accuracy of the hard control points shall not exceed 4 centimeters horizontally and 6 centimeters vertically.
- The identification, surveying and recording of photo-identifiable points. All points will be surveyed to an agreed level of accuracy, by a Colorado licensed professional surveyor, following industry standards. The GPS recordings will be made in Carrier phase, for a duration of 20 minutes, with subsequent post processing of the results. The desired horizontal accuracy specification is 10 centimeters horizontal and 10 centimeters vertical accuracy. The minimum allowable accuracy reading will be 30 centimeter horizontal and 15 centimeter vertical accuracy.

Task 2 – Data acceptance testing review of 2010 Orthoimagery.

The Contractor will perform a comprehensive review of every tile of the 2010 DRAPP imagery, in accordance with the Data Acceptance Testing methodology outlined in the their response to DRCOG’s Request for Proposals. The DAT process will include at least all of the checks outlined in the attached appendix (Appendix C). The DAT Contractor will also perform subsequent review on all imagery that is rejected through the first DAT review.

This DAT process will verify the positional accuracy of the imagery, and ensure its aesthetic and functional quality. In general terms, the DAT review will examine all the imagery for the following types of errors:

- Images that do not meet the project’s accuracy specifications.

- Misalignments in linear features (roads/curbs/building edges etc.) resulting from poorly aligned mosaics.
- Warped bridges/overpasses/viaducts.
- Obvious seams between images (in both the JPEG 2000 [JP2] and the TIFF file formats).
- Blurred or out-of-focus imagery, blemishes, “noise”, smears or other artifacts introduced in the acquisition or processing of the imagery.
- Pronounced changes in color balance and contrast.
- Dark shadows or bright/washed out spots in the imagery.
- Buildings that obscure more than 25 percent of adjacent roadways and other transportation features.
- Obscured valley bottoms in the mountain areas.

Criteria Scoring

Using mutually acceptable testing procedures, the Contractor shall evaluate each of the parameters identified in Appendix C. Each parameter shall be scored on a “Pass/Fail” basis, governed by the “rejection condition” set out in Appendix C.

Overall rejection of any tile may be based on any of the four categorical requirements – Positional accuracy, Aesthetics, Metadata or File format.

At a minimum, tiles shall be scored as a “fail” under any of the following conditions:

- A “fail” on any parameter weighted 3 or higher.
- A “fail” on any parameter in more than one of the categorical requirements.
- More than two “fails” on any of the aesthetic parameters.

Other failures will be evaluated on a case-by-case basis.

The Respondent may also assign any tile a “provisional pass” if they deem the error minor enough to simply alert the Ortho vendor to the problem and have them fix it without further review. The Contractor shall report the results of this testing to the Project Manager who will in turn relay the results to the imagery contractor for remediation.

Task 3 – DAT Review of Associated Data Products.

The Contractor will examine all other data produced as part of the imagery production process. This will include the following:

- Validating correct file formats and versions;
- Reviewing all associated metadata records against the DRAPP template to be provided in the contract;
- Reviewing all mass point/break line data, derivative DEMs, and other ground control source data; and
- Reviewing all calibration and analytical reports produced by the Ortho Vendor.

Task 4 – Provide Expert Input on DAT Matters.

The Contractor may be called on at various times throughout the term of the contract to provide expert advice on matters relating to the quality of the orthoimagery.

Deliverables:

1. Within 15 days of contract execution, a document outlining the Contractor's proposed approach for establishing a network of ground control points across the project area. This document should, at a minimum, address the following topics: proposed approach for the selection and placement of hard panels; a similar statement on the approach for photo-identifiable GCPs; an overview of the surveying approach to measure the location of each point; and a summary of the proposed accuracy specifications to be followed in capturing all the points.
2. Within 60 days of contract execution, but before the commencement of imagery acquisition by the ortho vendor, the identification, placement, surveying and recording of a network of approximately thirty GCPs across the project area.
3. Within 60 days of contract execution, the identification, surveying and recording of a network of approximately forty photo-identifiable GCPs across the project area.
4. The combined hard and Photo GCP should be relatively distributed throughout the project area.
5. A summary of all hard and photo-identifiable GCPs, delivered as an ArcGIS point geodatabase or ESRI Shapefile(s), with geodetic data as attributes. Attribution should include a unique reference ID, actual coordinates (in Lat/Long), ellipsoid height, orthometric height and a brief text description of the physical location of the monument. For the photo-identifiable points, some statement of the GPS level of accuracy should also be included in the attribution.
6. A final DAT plan providing a detailed account of the proposed DAT methodology. This plan must include a list of recommendations and strategic steps needed to ensure the capture of a comprehensive set of "hidden" GCPs (i.e. independent of those surveyed and paneled by the Ortho vendor). Because of the need to begin this paneling process immediately, the DAT plan must be completed within 30 days of contract execution.
7. Weekly status reports documenting, at a minimum:
 - a. Active tasks;
 - b. Actual progress on tasks compared with agreed upon project schedules;
 - c. Tasks outside of schedule variance;
 - d. New tasks undertaken/completed over the past week and upcoming tasks; and

- e. Identification of any foreseeable issues/problems that require action on the part of DRCOG or the Ortho vendor.
- 8. DAT testing reports documenting review process and outcomes for each review “block.”
- 9. Attendance at monthly DRAPP meetings, if requested.
- 10. Periodic expert technical advice (verbal or written) on matters associated with the DAT review, image quality or the ortho production process in general.

**APPENDIX A
DRAPP 2010 RFP PROPOSAL COMPLIANCE SUMMARY**

Company Name: _____

Company Official & Title: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Please check boxes to verify inclusion in response:

- Cover Letter
- Technical Approach
- Evidence of Appropriate Skills and Experience
- Evidence of Past Performance
- Cost Information
- References
- Appendices

**APPENDIX B
DRAPP 2010 DAT CRITERIA**

Parameter	Requirement	Rejection Condition (per tile)	Weight (1-5; 1 highest)
Positional Accuracy			
ASPRS Class 1	The Root Mean Square Error of either the X or Y coordinates of clearly defined ground features shall not exceed ASPRS Class 1 for the designated mapping scale of the project.	One or more ground features measured outside of specifications	1
Aesthetics			
Edge matching	No visible shifts or discontinuities in ground features resulting from poor edge matching within or across tiles.	One or more ground features with a shift of more than four (4) pixels.	1
Warping of streets/linear ground features	Alignment of streets and other linear ground features true to real condition.	One or more warped linear features.	1
Color balance: Tile	Even/uniform color within each tile.	One or more color anomalies.	2
Warping of bridges	Bridges approximately true to real condition.	One or more uncorrected bridges.	2
Blurred or out-of-focus imagery	No visible blurring or out-of-focus imagery	One or more instances of blurring per tile.	2
Smearing of terrain	No visible smearing.	One or more instances of smearing per tile.	2
Color balance: Sub-regions	Even/uniform color across each of the project's sub-regions.	One or more color anomalies.	3
Contrast: Tile	Even/uniform contrast within each tile.	One or more contrast anomalies.	3
Contrast: Sub-regions	Even/uniform contrast across each of the project's sub-regions.	One or more contrast anomalies.	3

Parameter	Requirement	Rejection Condition (per tile)	Weight (1-5; 1 highest)
Ability to see ground features in shadows	Ground features visible within shadows.	One or more ground features not interpretable due to shadow.	3
Ability to see ground features in bright areas	Ground features that are at least four pixels in length, visible within bright areas.	One or more ground features of more than four pixels that cannot be interpreted, due to brightness of the imagery. The tile's overall brightness does not meet the contrast specs.	3
Blemishes, "noise," blooming, bleeding, or other artifacts introduced in the acquisition or processing of the imagery.	Minimal artifacts visible at 1/10th of nominal photo scale.	More than three artifacts visible at 1/10 th photo scale per tile.	3
Scratches	Minimal scratches visible at 1/10th of nominal photo scale.	One or more scratches of the following magnitude: One pixel wide & greater than (GT) 100 pixels long; 2 pixels wide & GT 60 pixels long; 3 pixels wide & GT 20 pixels long; 4 - 8 pixels wide & GT 10 pixels long; GT 8 pixels wide (any length).	3
Seams: Within tiles	No visible seams or discontinuities 1/10th of nominal photo scale.	One or more visible seams.	3
Tall buildings	No more than 25 % of roadway obscured.	Building lean over any street obscures more than 25% of the roadway features (including sidewalks) along that street.	4
Mountain valleys	No more than 25% of valley bottom obscured.	More than one streambed obscured.	4

Parameter	Requirement	Rejection Condition (per tile)	Weight (1-5; 1 highest)
Metadata			
Metadata present & complete	Metadata file must be present for each tile. Required metadata format and elements completed as defined by DRCOG/DRAPP.	No metadata file. One or more missing metadata elements or incorrect file format.	3
File Format			
Tagged Information File Format (TIFF) with associated TIFF world file	Must include separate but associated world (TFW) file. Must be uncompressed TIFF Must not be GeoTIFF format. Must be Version 5.0 or other format approved in writing by DRCOG. Must be compatible with current release of ESRI's ArcGIS software.	File missing TFW file. Georeferencing information embedded in the header of the TIFF image file. File is compressed TIFF. File is in GeoTIFF format. File is in incorrect/different version/format.	2
JPEG 2000 (JP2) with associated World Files	Must be compressed at 10:1 compression ratio. Must include a separate but associated world file. Must be created with the same version of the compression software. Must be compatible with current release of ESRI's ArcGIS software,	File has incorrect compression ratio. File missing an associated world file. File is in incorrect/different version/format.	2
Correct format, version, and names (imagery and all other delivered data sets)	All delivered digital data files must be correct to the specifications set out in the Scope of Work.	One or more files does not meet project specifications.	4

Criteria Scoring

Using mutually acceptable testing procedures, the Contractor shall evaluate each of the parameters identified in Table 1. Each parameter shall be scored on a "Pass/Fail" basis, governed by the "rejection condition" set out in Table 1.

Overall rejection of any tile may be based on any of the four categorical requirements (positional accuracy, aesthetics, metadata or file format). At a minimum, tiles shall be

scored as a “fail” under any of the following conditions:

- A “fail” on any parameter weighted 3 or higher.
- A “fail” on any parameter in more than one of the categorical requirements.
- More than two “fails” on any of the aesthetic parameters.

Other failures will be evaluated on a case-by-case basis.

The Contractor may also assign any tile a “provisional pass” if they deem the error minor enough to simply alert the Ortho vendor to the problem and have them fix it without further review.

The contractor shall report the results of this testing to the Project Manager, who will in turn relay the results to the imagery contractor for remediation.

APPENDIX C

DRAPP 2010 DAT PERFORMANCE CONTROL REQUIREMENTS

Notification of Additional Work

The Contractor agrees to notify DRCOG in writing within 30 days of all new contracts entered into by the Contractor throughout the duration of the DRAPP contract. The DRAPP participants will review this information in light of its potential impact on the ability of the Contractor to continue to successfully serve the DRAPP project. DRCOG may seek written assurance from the Contractor that they have the resources and capacity to take on the additional work without any impact on the DRAPP project.

Notification of Changes in Project Personnel

The Contractor agrees to notify DRCOG in writing within 30 days of any change in personnel assigned to this task. The DRAPP participants will review this information in light of its potential impact on the ability of the Contractor to continue to successfully serve the DRAPP project. DRCOG may seek written assurance from the Contractor that they have the resources and capacity to continue the project without any impact on the DRAPP project.

Penalty Fee for Late Completion of Reviews

Timely completion of all DAT reviews is an imperative of this project. Accordingly, late fees shall be assessed against the Contractor for each calendar day a milestone or delivery date is not met. Milestone dates and delivery schedules will be negotiated between the Contractor and DRCOG and shall be clearly stated in the terms of the executed contract.

In general, the Contractor will have 30 days from receipt of any review block to complete all required tests. Outside of this window, late fees shall be assessed as follow:

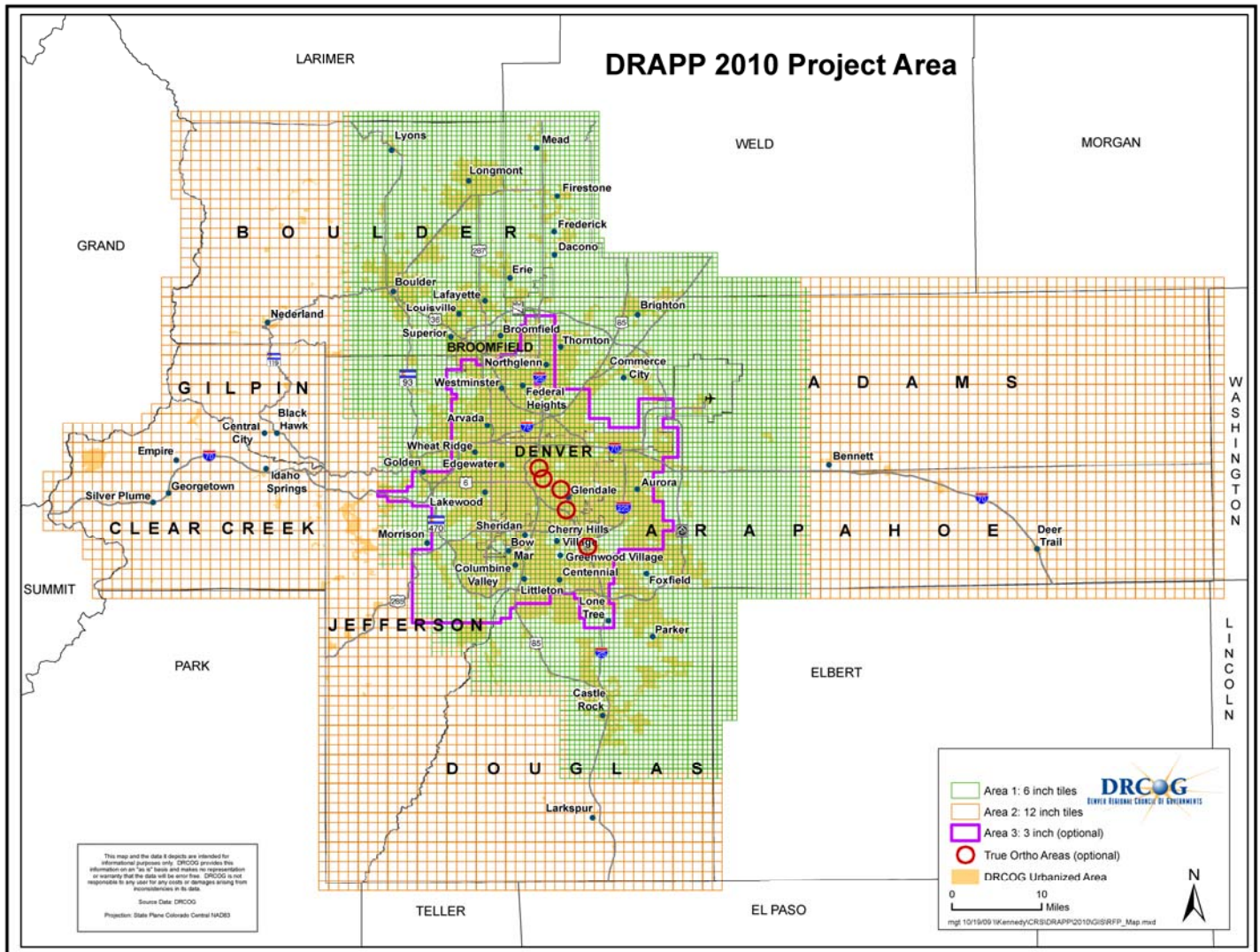
- Days one (1) through fifteen (15): 1.0 percent of contract total per day;
- Days sixteen (16) through thirty (30): 2.0 percent of contract total per day;
- Days thirty-one (31) through sixty (60): 3.0 percent of contract total per day.

After sixty days, the Contractor shall be in default, at which time DRCOG may terminate the contract and seek damages for its breach.

Rejection Penalties assessed on Ortho Vendor

For the information of the DAT Contractor, DRCOG will assess a penalty on its Ortho Vendor for imagery that fails the DAT review process a second time. Payment for that delivery shall be reduced by 10% of the cost of that delivery. A subsequent failure to meet the acceptance criteria shall result in another 10% reduction of the total cost of that delivery. DRCOG will consider the Contractor in breach of contract at the third failure on any delivery and may seek damages for the breach. Each incorrect image or feature is counted as an error.

APPENDIX D



APPENDIX E
PRINCIPLES FOR DETERMINING
COSTS APPLICABLE TO CONTRACTS WITH
THE DENVER REGIONAL COUNCIL OF GOVERNMENTS

A. Purpose and Scope

1. Objective. This policy procedure sets forth principles for determining the allocable costs of contracts with the Denver Regional Council of Governments.
2. Policy Guides. The application of these principles is based on the fundamental premises that:
 - a. Contractors are responsible for the efficient and effective administration of contract programs through the application of sound management practices.
 - b. The Contractor assumes the responsibility for seeing that contract funds have been expended and accounted for consistent with underlying agreements and contract objectives and provisions.
 - c. Each contractor organization, in recognition of its own unique combination of staff facilities and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration.
3. Application. These principles will be applied to all contracts with the Denver Regional Council of Governments in determining costs and cost reimbursement type contracts including subcontracts.

B. Definitions

1. Approval or authorization of the Denver Regional Council of Governments means documentation evidencing consent prior to incurring specific costs.
2. Cost allocation plan means the documentation identifying, accumulating, and distributing allowable costs under Denver Regional Council of Governments' contracts, together with the allocation methods used.
3. Cost, as used herein, means cost as determined on a cash, accrual, or other basis acceptable to the Denver Regional Council of Governments as a discharge of the Contractor's accountability for Denver Regional Council of Governments' funds.

4. Cost objective means a pool, center, or area established for the accumulation of cost. Such areas include organizational units, functions, objects or items of expense, as well as ultimate cost objectives including specific on-site direct and indirect activities.
5. Contract program means those activities and operations of the Contractor which are necessary to carry out the purposes of the contract.
6. Services, as used herein, means goods and facilities, as well as services.
7. Supporting services, means auxiliary functions necessary to sustain the direct effort involved in administering a contract or an activity providing service to the program. These services may include procurement, payroll, personnel functions, maintenance and operation of space, data processing, accounting, budgeting, auditing, mail and messenger service, and the like.

C. Basic Guidelines

1. Factors Affecting Allowability of Costs. To be allowable under a Denver Regional Council of Governments' contract, costs must meet the following general criteria:
 - a. Selected items of cost under this contract must meet the standards and criteria set forth by OMB Circular No. A-87 issued by the Office of Management and Budget on May 17, 1995.
 - b. Be necessary and reasonable for proper and efficient administration of the contract, be allocable thereto under these principles, and except as specifically provided herein, not be a general expense required to carry out the overall responsibilities of the Contractor.
 - c. Be authorized or not prohibited under state or local laws or regulations.
 - d. Conform to any limitations or exclusions set forth in these principles, federal laws, or other governing limitations as to types or amounts of cost items.
 - e. Be consistent with policies, regulations, and procedures that apply uniformly to all activities of the Contractor.
 - f. Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
 - g. Not be allocable to or included as a cost of any other program in either the current or a prior period.
 - h. Be net of all applicable credits.

2. Allocable Costs. A cost is allocable to a particular cost objective to the extent of benefits received by such objective.
3. Applicable Credits. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to contracts as direct or indirect costs. Examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; sales or publications, equipment, and scrap; income from personal or incidental services; and adjustments of overpayment or erroneous charges.

D. Composition of Cost

1. Total Cost. The total cost of a contract is comprised of the allocable direct cost incident to its performance, plus its allocable portion of authorized indirect costs, less applicable credits.
2. Classification of Costs. There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the contract or other ultimate cost objective. It is essential, therefore, that each item of cost be treated consistently either as a direct or an indirect cost.

E. Direct Costs

1. General. Direct costs are those that can be identified specifically with a particular cost objective. These costs may be charged directly to contracts, or to other programs against which costs are finally lodged. Direct costs may also be charged to cost objectives used for the accumulation of costs pending distribution in due course or other ultimate cost objectives.
2. Application. Typical direct costs chargeable to the Denver Regional Council of Governments' contracts are:
 - a. Compensation of employees for the time and effort devoted specifically to the execution of contract work effort.
 - b. Cost of materials acquired, consumed or expended specifically for the purpose of the contract.
 - c. Other items of expense incurred specifically to carry out the contract work statement.

F. Indirect Costs

1. General. Indirect costs are those that, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost.
Normal overhead and general and administrative expense as audited by the Defense Contract Audit Agency (DCAA) will normally be allowed on work performed under the Denver Regional Council of Governments' contracts.
2. Application. Typical indirect costs chargeable to the Denver Regional Council of Governments' contracts include fringe benefit cost such as vacation pay, holiday and excused time pay, disability benefits and sick leave wages, federal and state unemployment and social security taxes, insurance, including Workmen's Compensation and employer's liability, group life and medical insurance and other related types of cost; consumable office supplies, help-wanted advertising, business conferences, deferred or other compensation.

APPENDIX F
DENVER REGIONAL COUNCIL OF GOVERNMENTS
Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens

The proposer of public services to the Denver Regional Council of Governments identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer will participate in the E-Verify program or the Department Program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

Dated this _____ day of _____, 2009.

RESPONDENT NAME

BY

TITLE