



Marion County
FLORIDA
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: PW-268-15

Person Sending: Craig Johnson

Department: Information Technology

Contact Phone #: 503-584-4853

Date Sent: Thursday, March 21, 2019

☒ Contract ☒ Amendment # 3 ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: Pictometry for GIS Imagery Data

Contractor's Name: Pictometry International Corporation

Term - Date From: 12/30/2015

Expires: Upon Completion (Est 2022)

Contract Total: \$568,368.28

Amendment Amount: \$51,558.12

New Contract Total: \$619,926.40

Source Selection Method: Cooperative Procurement (attach number)

GSA Contract 53035

Additional Considerations (check all that apply)

☐ Board Order# _____

☐ Feasibility Determination (attach approved form)

☐ Incoming Funds

☐ Federal Funds (attach sub-recipient / contractor analysis)

☐ Independent Contractor (LECS) approval date: _____

☐ Reinstatement (attach written justification)

☐ Insurance Waiver (attach)

☐ Retroactive (attach written justification)

☐ CIP# _____ (required for all goods /software greater than \$5,000)

Description of Services or Grant Award:

Contractor provides Pictometry software licensing, support, maintenance and planned flight acquired color balanced imagery mosaics for use by Marion County. Images are used for specific planning purposes.

Amendment 3 replaces Project 2 in it's entirety with a revised project resulting in an increased cost of \$51,558.12.

FOR FINANCE USE

Date Finance Received: _____

BOC Planning Date: _____

Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date _____

☐ To be filed

☐ Added to master list

☐ Returned to _____ Department for _____ signatures



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 3, 2019

Department: Information Technology

Agenda Planning Date: March 28, 2019

Time required: 5

☐ Audio/Visual aids N/A

Contact: Scott Emry

Phone: 503-584-7782

Department Head Signature:

Tom Rolly *Scott Emry*

TITLE

Consider Approval of Amendment 3 to the Contract with Pictometry International Corp for Geospacial Information System (GIS) Data.

Issue, Description & Background

In 2015 Marion County executed a contract with Pictometry International for three GIS projects over several years. Amendment 3 revises the scope of the second project and adds \$51,558.12 in costs.

Financial Impacts:

Current contract value is \$568,368.28. Amendment 3 adds \$51,558.12 for a revised value of \$619,926.40.

Impacts to Department & External Agencies

This contract impacts the Marion County IT Department, Public Works Department and Assessor's Office.

Options for Consideration:

- 1) Approve Amendment 3 to the Contract with Pictometry International
- 2) Withhold Approval of Amendment 3 to the Contract with Pictometry International

Recommendation:

Marion County staff recommends approval of Amendment 3 to the contract with Pictometry International.

List of attachments:

Amendment 3 to the Contract with Pictometry International

Presenter:

Scott Emry and Tom Rohlring

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Jacob Clotfelter jclotfelter@co.marion.or.us

**STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT NO. 53035
("SCHEDULE")**

**AMENDMENT TO AGREEMENT DATED DECEMBER 30, 2015 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MARION COUNTY, OR ("CUSTOMER")**

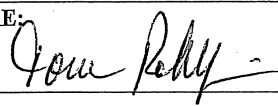
1. Pursuant to the State of Oregon Department of Administrative Services, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated December 30, 2015 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.
3. MODIFICATIONS TO AGREEMENT:
 - a. The Products, Product Parameters and Payment Terms of the Second Project of the Agreement are deleted in their entirety and replaced with the Products, Product Parameters and Payment Terms attached to this Amendment and shall be governed by the terms and conditions set forth in the Agreement.
 - b. The Sector Map attached to this Amendment shall be added to the Agreement.
 - c. All other terms and conditions set forth in the Agreement not expressly modified by this Amendment shall remain in full force and effect.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
555 Court St NE.	25 Methodist Hill Drive
Salem, OR 97309	Rochester, NY 14623
Attn: Burnie Pearson, IT/GIS	Attn: General Counsel
Phone: (503) 365-3135	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
MARION COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: TOM ROHLFING	NAME:
TITLE: ASSESSOR	TITLE:
DATE: 3/23/2019	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

**STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT NO. 53035
("SCHEDULE")**

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C11428822

BILL TO

Marion County, OR
Burnie Pearson, IT/GIS
555 Court St NE.
Salem, OR 97309
(503) 365-3135
bpearson@co.marion.or.us

SHIP TO

Marion County, OR
Burnie Pearson, IT/GIS
555 Court St NE.
Salem, OR 97309
(503) 365-3135
bpearson@co.marion.or.us

CUSTOMER ID

A118168

SALES REP

dwalt

STATE OF OREGON CONTRACT NO. 53035 (ALSO KNOWN AS 107-2624-11)

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
419	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$467.00	\$410.96 (12%) Long-Term Incentive Discount	\$172,192.24
688	IMAGERY - 9in (6in Ortho), 5-way, OCB (C6) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.68 feet/pixel, Middle Line: 0.86 feet/pixel, Back Line: 0.1.24 feet/pixel.	\$131.00	\$115.28 (12%) Long-Term Incentive Discount	\$79,312.64
2	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00	\$2,165.00 (13.365%)	\$4,330.00
419	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$4,190.00
688	Tiles - Standard (6in GSD; JPG format) Per Sector*	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$5.00 (75%)	\$3,440.00
2	Pictometry Connect - CA - 50*	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,000.00 (54.545%)	\$2,000.00

**STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT NO. 53035
("SCHEDULE")**

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
419	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$838.00
688	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$688.00
2	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$266,990.88
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¹Amount per product = ((1-Discount %) * Qty * List Price)

***OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

Due at Initial Shipment of Imagery	\$133,495.44
Due at First Anniversary of Shipment of Imagery	\$133,495.44
Total Payments	\$266,990.88

STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT NO. 53035
("SCHEDULE")

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in (6in Ortho), 5-way, OCB (C6) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

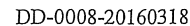
Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Burnie Pearson
Admin User Email: bpearson@co.marion.or.us
Geofence: OR Marion

Product: Pictometry Connect View - CA
Admin User Name: Burnie Pearson
Admin User Email: bpearson@co.marion.or.us
Geofence: OR Marion

SECTOR MAP



AMENDMENT 3 to the AGREEMENT DATED DECEMBER 30, 2015
PICTOMETRY INTERNATIONAL CORP. and MARION COUNTY
SIGNATURE PAGE

**MARION COUNTY
BOARD OF COMMISSIONERS**

Chair

Commissioner

Commissioner

Date

APPROVED AS TO FORM:

Marion County Legal Counsel Date

Marion County Contracts & Procurement Date

Marion County IT Director Date