



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 04/03/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Pictometry International Corp.

***Project Title/Description:**

Aerial Photography Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-16-266, Amendment No. 2. This Amendment is for a one-time increase in the amount of \$24,200.00 for a cumulative not-to-exceed contract amount of \$1,675,479.00 and revises the scope of services for the second project.

Before each two-year imagery capture, the areas of interest are re-evaluated to be sure the needs of the departments are met. The outcome of this evaluation can either increase or decrease the area that needs to be captured. In this year's evaluation by the departments, it was determined that an increase for an additional 79 sq. miles of high resolution imagery was needed to support the needs of several Public Works departments, the County Assessor's Office and Economic Development.

Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, on 04/05/16, the Board of Supervisors approved an award of contract for a term of six (6) years and a contract award amount of \$1,570,209.00.

On 06/07/16, the Board of Supervisors approved an increase of \$81,070.00 for a cumulative not-to-exceed amount of \$1,651,279.00 to cover the additional aerial photography images of the Alter Valley Watershed to develop a watershed restoration plan.

PRCUID: 199994

Attachment: Master Agreement.

***Program Goals/Predicted Outcomes:**

To obtain additional aerial photography images and historical images of Pima County. Pima County department utilize the Geo-referenced aerial photographs to provide optimum service to Pima County residents.

***Public Benefit:**

This imagery is currently used by multiple County departments in a variety of ways which include generating revenue for the County, inventorying and managing County assets, enhancing Public safety efforts and supporting the County's economic development planning.

***Metrics Available to Measure Performance:**

Department will review accuracy and quality of the images provided by the contractor.

***Retroactive:**

No

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-266

Amendment No.: 02 AMS Version No.: 06

Effective Date: 04/03/18 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 24,200.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** General Fund

Funding from General Fund? Yes No If Yes \$ 24,200.00 % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Maria Julia Canizales, Procurement Officer *Maria Julia Canizales* *AWD*

Department: Procurement *May 2* 3/8/17 Telephone: 520-724-8167

Department Director Signature/Date: _____ 2/13/18

Deputy County Administrator Signature/Date: _____ 3-21-18

County Administrator Signature/Date: _____ C. J. DeLubau 3/21/18
(Required for Board Agenda/Addendum Items)



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1600000000000000266

MA Version: 6

Page: 1 of 2

Description: Aerial Photography Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MARIA CANIZALES
	Phone: 5207248167
	Email: maria.canizales@pima.gov

T E R M S	Initiation Date: 04-03-2018	
	Expiration Date: 04-05-2022	
	NTE Amount: \$1,675,479.00 Used Amount: \$1,127,876.00	

V E N D O R	PICTOMETRY INTERNATIONAL CORP	Contact: Erica M Womer
	25 Methodist Hill Drive	Phone: 585-487-1577
	Rochester NY 14623	Email: erica.womer@eagleview.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Amendment is for a one-time increase in the amount of \$24,200.00 for a cumulative not-to-exceed contract amount of \$1,675,479.00 and revises the scope of services for the second project. Attachment: Contract Amendment No. 2.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000266

MA Version: 6

Page: 2 of 2

Line	Description					
5	Project 2-Initial shipment due by 07/01/18					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$273,753.25			
6	Project 2 -1st Anniv. of Shipment due no earlier than 7-1-19					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$273,753.25			
7	Project 3-Aerial Photo project year Five Deposit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65,425.37			
8	Project 3 -Aerial Photo year Five balance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$196,276.13			
9	Project 3 -Aerial photo year Six balance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$261,701.50			

<p>Pima County Department of Information Technology</p> <p>Project: Aerial Photography Services</p> <p>Contractor: Pictometry International Corp 25 Methodist Hill Drive Rochester, NY 14623</p> <p>Contract No.: MA-PO-16-266</p> <p>Contract Amendment No.: Two (02)</p>	<table border="1"> <tr> <th colspan="2" style="text-align: center;">CONTRACT</th> </tr> <tr> <td>NO. <u>MA-PO-16-266</u></td> <td></td> </tr> <tr> <td>AMENDMENT NO. <u>2</u></td> <td></td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO. <u>MA-PO-16-266</u>		AMENDMENT NO. <u>2</u>		This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO. <u>MA-PO-16-266</u>									
AMENDMENT NO. <u>2</u>									
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

Orig. Contract Term: 04/06/2016 - 04/05/2022	Orig. Amount:	\$1,570,209.00
Termination Date Prior Amendment: 04/05/22	Prior Amendments Amount:	\$81,070.00
Termination Date This Amendment: 04/05/22	This Amendment Amount:	\$24,200.00
	Revised Total Amount:	\$1,675,479.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, is increased by \$24,200.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,675,479.00.
2. **Scope of Services.** The parties have revised the Scope of Services as follows:
 - 2.1. The second project's products, product parameters and payment terms set forth in **Exhibit A-1** of the Agreement are deleted in their entirety and replaced with **Exhibit A-2** (2 pages) attached to this Amendment.
 - 2.2. The maps attached to this Amendment as **Exhibit B-2** (3 pages) are added to the Agreement.

The effective date of this Amendment is April 3, 2018.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Tobin Rosen, Deputy County Attorney

3/2/18

Date

Pictometry International Corp.



Authorized Officer Signature

Matt Quilter, Corporate VP
Printed Name and Title

3/12/18

Date

APPROVED AS TO CONTENT



Department Head

3/13/18

Date

Exhibit A-2

SECTION A		PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS																			
Pictometry International Corp. 25 Methodist Hill Drive Rochester, NY 14623					<table border="1"> <tr> <th>ORDER #</th> </tr> <tr> <td>C178084</td> </tr> </table>	ORDER #	C178084														
ORDER #																					
C178084																					
<table border="1"> <tr> <th>BILL TO</th> </tr> <tr> <td>Pima County, AZ</td> </tr> <tr> <td>Jack Lloyd, Manager - Shared Application Platforms</td> </tr> <tr> <td>33 N. Stone Ave.</td> </tr> <tr> <td>14th Floor</td> </tr> <tr> <td>Tucson, AZ 85701</td> </tr> <tr> <td>(520) 724-6689</td> </tr> <tr> <td>jack.lloyd@pima.gov</td> </tr> </table>			BILL TO	Pima County, AZ	Jack Lloyd, Manager - Shared Application Platforms	33 N. Stone Ave.	14th Floor	Tucson, AZ 85701	(520) 724-6689	jack.lloyd@pima.gov	<table border="1"> <tr> <th>SHIP TO</th> </tr> <tr> <td>Pima County, AZ</td> </tr> <tr> <td>John Dickinson, Senior GIS Analyst</td> </tr> <tr> <td>33 N. Stone Ave.</td> </tr> <tr> <td>14th Floor</td> </tr> <tr> <td>Tucson, AZ 85701</td> </tr> <tr> <td>(520) 724-6708</td> </tr> <tr> <td>john.dickinson@pima.gov</td> </tr> </table>			SHIP TO	Pima County, AZ	John Dickinson, Senior GIS Analyst	33 N. Stone Ave.	14th Floor	Tucson, AZ 85701	(520) 724-6708	john.dickinson@pima.gov
BILL TO																					
Pima County, AZ																					
Jack Lloyd, Manager - Shared Application Platforms																					
33 N. Stone Ave.																					
14th Floor																					
Tucson, AZ 85701																					
(520) 724-6689																					
jack.lloyd@pima.gov																					
SHIP TO																					
Pima County, AZ																					
John Dickinson, Senior GIS Analyst																					
33 N. Stone Ave.																					
14th Floor																					
Tucson, AZ 85701																					
(520) 724-6708																					
john.dickinson@pima.gov																					
<table border="1"> <tr> <th>CUSTOMER ID</th> <th>SALES REP</th> <th>FREQUENCY OF PROJECT</th> </tr> <tr> <td>A115793</td> <td>bgarcia</td> <td>Biennial</td> </tr> </table>		CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT	A115793	bgarcia	Biennial														
CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT																			
A115793	bgarcia	Biennial																			
SECOND PROJECT																					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT																
1,225	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD 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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$496,125.00																
537	IMAGERY - COMMUNITY - 4-way (C3) (9in) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10%)	\$36,247.50																
1,225	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	\$10.00	\$10.00 (50%)	\$12,250.00																
537	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-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	\$10.00	\$1.00 (50%)	\$2,685.00																
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		\$199.00																
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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$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																
<p>Page 2 of 6</p> <p>Pima County, AZ - C178084 2018-02-14</p> <p>DD-0013-20160520</p>																					

Applicable Terms and Conditions: Order Form			
SUBTOTAL - SECOND PROJECT			\$547,506.50

Amount per product = ((1-Discourt %) * Qty * List Price)

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. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Due at Initial Shipment of Imagery - No Earlier than July 1, 2018	\$273,753.25
Due at First Anniversary of Shipment of Imagery - No Earlier than July 1, 2019	\$273,753.25
Total Payments	\$547,506.50

PRODUCT PARAMETERS

**SECOND PROJECT
IMAGERY**

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
<i>Elevation Source:</i>	Public Avail - NED/USGS/GeoBase
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
<i>Elevation Source:</i>	Public Avail - NED/USGS/GeoBase
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

Exhibit B-2

SECTOR MAPS (3)





