

**INVITATION FOR BID NOTICE ISSUED:**    [08-20-2009](#)

**JEFFERSON COUNTY, MISSOURI**  
Department of Administrative Services  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050  
www.jeffcomo.org  
636-797-5382

**SPECIFICATION CONTACT**  
**BILL KOEHRER**  
Department of Public Works  
Jefferson County, Missouri  
**636-797-5369**

**INVITATION FOR BID**  
**2010 AERIAL IMAGERY & SOFTWARE**

**BIDS SHALL BE ACCEPTED UNTIL:**

**TUESDAY, SEPTEMBER 22, 2009, at 2:00 p.m. local time.**

Thereafter, bids shall be opened in the Assembly Room of the Jefferson County Administration Center.

**THREE (3) COMPLETE COPIES OF SEALED BIDS MUST BE DELIVERED TO:**

**Department of the County Clerk  
Wes Wagner (636) 797-5478  
Jefferson County, Missouri  
729 Maple Street  
Hillsboro, MO 63050**

**The outside of the envelope must contain the vendor's name, address and the following language:**

**SEALED BID FOR: 2010 AERIAL IMAGERY & SOFTWARE**

**SUBMITTED BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID AND SPECIFICATIONS.**

**The Agreement/Contract term is from:  
January 1, 2010 through December 31, 2016.**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional six-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

_____	_____
<b>Company Name</b>	<b>Authorized Agent (Print)</b>
_____	_____
<b>Address</b>	<b>Signature</b>
_____	_____
<b>City/State/Zip Code</b>	<b>Title</b>
_____	_____
<b>Telephone #</b>	<b>Date</b> <b>Tax ID #</b>
_____	_____
<b>E-mail</b>	<b>Fax #</b>

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## **1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes “**BIDDER’S INITIALS: \_\_\_\_\_**”

### **1.1 BID SUBMISSION:**

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected.

### **1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

### **1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

### **1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder’s risk..
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### **1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

### **1.6 LATE BIDS:**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

### **1.7 BID DEPOSITS:**

Bid Deposits are not required unless specified in the specifications.

### **1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### **1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected.

Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

**THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.**

A.       Required       Not Required      **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B.       Required       Not Required      **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C.       Required       Not Required      **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

## 1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

## 2.0 BID RESPONSE AND CONTRACT

### 2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

### 2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

### 2.3 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

### 2.4 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

### 2.5 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

### 2.6 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### 2.7 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.8 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.9 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.10 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.11 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.12 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.13 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.14 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.15 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
  
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- C-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.16 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.17 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.18 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.19 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.20 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.21 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.22 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

**2.23 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

AFFIDAVIT  
(as required by Section 285.530, Revised Statutes of Missouri)

STATE OF \_\_\_\_\_ )  
                                          ) ss  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned Notary Public, \_\_\_\_\_

personally appeared who is \_\_\_\_\_ (Title) of \_\_\_\_\_

\_\_\_\_\_ (Company Name), and after being sworn did depose and say:

1. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and Jefferson County, Missouri for the \_\_\_\_\_ Project.
2. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

The terms used in this affidavit shall have meaning set for in Section 285.525 RSMo, Et seq.

\_\_\_\_\_  
Signature (Person with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



# SPECIFICATIONS

## Aerial Digital Imagery & Software License

General Scope: Contractor will provide all equipment and labor resources necessary to furnish high-resolution, color digital ortho and oblique imagery of the entire area of Jefferson County Missouri boundary and provide oblique imagery viewing software. Using both ortho-and oblique images, users shall be able to perform tasks, such as measure on screen the width, length, area, and height (oblique images only) of any feature on the image with inherent software tools. Contractor will be responsible for complying with all required flight planning, and airspace requirements for acquisition of the aerial photography. All images shall be digitally captured and delivered in color.

Horizontal coordinates will be NAD83 referenced to the State Plane System (Central Zone). Vertical coordinates will be referenced to NAVD88 vertical control. The horizontal precision of the GPS surveyed coordinates shall be United States FGCC Second Order CL 1 (2-I, 20 ppm) for all control points. Closed network baselines will be used on all GPS observations. No open vectors shall be allowed in the network. The vertical accuracy of the control points shall conform to FGCC standards for Second Order, Class 2 elevation difference accuracy standards for relative positioning techniques. Contractor is to set up a ground control calibration network at the airport.

**Flight Schedule and Flight Conditions:** Weather and ground conditions permitting, the project must be flown within 3-days after the aerial targets are set. A minimum sun angle of thirty-five degrees is required. The photography shall be free of clouds, cloud shadows, and atmospheric haze or smoke. It must be taken in leaf-off conditions and in calm wind conditions.

### Digital Orthophotography

Contractor shall prepare full frame digital orthophotography imagery of every photo along each flight line. The Contractor may propose an optional rectification process other than ortho certification that will produce an acceptable product at a lower cost.

The optical axis of the oblique images must be between 40° and 50° from nadir to ensure the best possible oblique image presentation. Images must be digitally captured in natural color and delivered in digital form.

A USGS approved digital camera calibration process must be used to calibrate cameras. This ensures the camera models are consistent with USGS standards. **If requested by County, contractor to provide proof of adequate maintenance and calibration of aircraft, aerial cameras, and GPS equipment.** Orthogonal and oblique imagery must be captured on the same pass for a given area to ensure data consistency.

Images are to be captured using a direct geo-registration approach, utilizing an integrated Global Positioning System (GPS) and Inertial Measurement Unit (IMU). County reserves the right to capture a thumbnail image and crop the image as necessary of any structure found in the data base. This may be used for display purposes in the CAMA and appraisal software.

The Contractor must provide the County all data on an external hard drive(s), cost to be included in project cost. All imagery must be in an open source format allowing the County to view imagery outside of designated software. No proprietary image formats shall be utilized.

The Contractor shall provide new geo-referenced imagery with the same level of accuracy, measuring and planning capabilities within days after any federally declared disaster for Cat 2 Hurricanes, F4 Tornados, earthquakes, and fire up to 200 square miles.

### **Imagery & Software License**

The imagery shall include a 2-year license for use. At the end of the license period, the imagery shall remain with the County for its use without additional cost. The Software license shall provide an unlimited seat license for Jefferson County and all of its municipal and county government agencies that are participating in the imagery acquisition.

The County shall have the right to use any of the aerial photography flown for the County by this Contractor on any computer or network server provided that it is used in the business of the County offices. The County may print unlimited numbers of aerial prints using the images from the digital aerial photography for its use. The County may also use the images to create files for use in presentations using Power Point software or any other applicable software used for this task.

The Contractor retains ownership of the digital aerial photography and is protected by United States copyright laws and international treaty provisions. The Contractor shall make the digital aerial photography available for retail sale to any other user under separate license.

The County may not loan, rent, lease, sub-license, or pledge the digital aerial photography or any portion thereof. It may not sell, trade, or bargain any computer files containing any of the digital aerial photography provided under this license.

The County may not reverse engineer, decompile, disassemble, or create derivative works from the digital aerial photography, or any portion thereof. This License may not be transferred to a third party, except as provided in this bid specifications. The County may not reproduce any of the digital imagery for sale in electronic formats such as CD-ROMs, Jazz Drives, or DVD disks.

The laws of the State of Missouri shall govern this license agreement.

No warranty as to the accuracy of the digital aerial photography is made by the County or the Company providing the original imagery. The user is expected to determine if the accuracy and quality of the digital aerial photography meets their specific needs.

### **Oblique Imagery Viewing Software**

Contractor shall provide all oblique imagery viewing software. Oblique imagery viewing software must include the ability to catalog, organize, and retrieve oblique and orthogonal imagery easily and efficiently. The software must include the ability to retrieve imagery via address search, Tax Parcel or ID search and Coordinate search. The system shall provide the ability to incorporate, display and query existing geographic information system (GIS) data.

The software must include the ability necessary to process on screen measurements. Each pixel shall have x, y and z coordinates. Using both the ortho images and the oblique images, users shall be able to measure on screen the width, length, area, and height (oblique, only) of any feature on the image.

Contractor shall provide, deliver and install all digital photography, software and provide appropriate training. Contractor shall provide a digital information system capable of retrieving, displaying, and calculating required information relating to the photography and other data systems.

Oblique imagery viewing software must be able to handle multiple image catalogs simultaneously and be able to simultaneously compare and contrast both ortho and oblique images of the same location captured at different times.

Oblique imagery viewing software must be able to convert locations and coordinate systems on the fly and must include support for at least the following coordinate systems: UTM, State Plane, and Lat/Lon. Different agencies, and especially different levels of first responders, work in different coordinate systems. It is essential that the software be able to overlay data from and display data in the various coordinate systems without the need to re-project the data multiple times.

A georeferenced location map shall be provided which will allow the user to click on it and have the images for that area appear on the screen. The software supplied shall have virtual oblique mosaicing. This will allow the user to move from one image to any adjacent image in a chosen direction.

Oblique viewing software must be able to directly retrieve and update vector data contained within ESRI's ArcSDE and ESRI shape files. Oblique viewing software must be able to be integrated directly into ESRI's ArcIMS and ArcGIS software packages with the ability to view and measure oblique imagery. The software shall provide the ability and/or the definition required to integrate with other CAMA/CAD systems, including Intergraph.

Oblique viewing licensed software must offer both desktop and browser-based solutions and must operate in a Microsoft environment with the operating system of Microsoft Windows XP Professional, Service Pack 2.

Contractor must provide training at a Jefferson County facility for implementation and software. Software upgrades shall be included over the length of the contract.

### **Delivery Schedule:**

It is assumed that a signed agreement will be executed between the County and the Contractor by no later than January 1, 2010. Execution of the Agreement is to be considered The Notice to Proceed for the Contractor. Based on the execution date, the Contractor agrees to mobilize all required staff and equipment resources to achieve the following delivery schedule.

The Airborne GPS aerial photography shall be flown prior to April 1, 2010 before the vegetation "buds out or foliates". The date of the flight shall be recorded and furnished to the County.

The Contractor shall provide all services, materials, supplies, equipment, and necessary software, and shall execute the provisions of the contract and complete the project in an expeditious manner. All imagery and software must be delivered within 60 days from last data capture to ensure timeliness of imagery.

**Product Demonstration:**

The Contractor shall upon request provide a demonstration of the software and oblique imagery to be provided at a location designated by the County.

**Payments:**

In order to minimize impact on a single budget year, the Contractor shall allow the County to split the total cost 50/50 over two budget (calendar) years.

**Deliverables:**

**1. Digital Rectified Imagery -**

12 inch ground sample distance (“GSD”) images (approximately 742 square mile sectors).

- a. Individual Oblique Images - At least eight images per sector
- b. Individual Ortho images - At least eight images per sector
- c. Ortho Mosaic Tile - At least one image per sector

6 inch ground sample distance (“GSD”) images (approximately 237 square mile sectors).

- a. Individual Oblique Images - At least fifty-two images per sector
- b. Individual Ortho images - At least thirty-six images per sector
- c. Mosaic Sector Tile - At least four images per sector

Mosaic Sector Tile -1 meter ground sample distance (“GSD”) images (approximately 742 square mile sectors) – At least one image per sector.

**2. Oblique Imagery Viewing Software & License**

**Term of Contract:**

The contract shall be for 3 flights over 6 years. The first flight will be the Spring of 2010, the second flight will be the Spring of 2012, and the third flight will be the Spring of 2014. Each set of digital imagery will be used for a two year period. The cost of each flight will be split over the two budget years.

## PRICING

### 1. Digitally Rectified Imagery & Software License

Total Cost for Year 1 & 2 \$ \_\_\_\_\_

Total Cost for Year 3 & 4 \$ \_\_\_\_\_

Total Cost for Year 5 & 6 \$ \_\_\_\_\_

TOTAL COST \$ \_\_\_\_\_

Contractor's estimated delivery time from the date of last flight is \_\_\_\_ days.

## OPTIONS

The contractor may provide a fee schedule for additional options.