

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2021

Contract/Lease Control #: C22-3139-IT

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT

Award To/Lessee: PICTOMETRY INTERNATIONAL CORP.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 06/30/2023

Description of: PROVIDE DIGITAL AERIAL IMAGERY FOR OKALOOSA COUNTY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7540

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>TBO</u>	Tracking Number: <u>4461-22</u>
Procurement/Contractor/Lessee Name: <u>Pictometry</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>provide digital aerial imagery of Okaloosa County</u>	
Date/Term: <u>6-30-23</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>0111</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>534105</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$227,319.00</u>	
Department: <u>IT</u>	Dept. Monitor Name: <u>Sam Sordullo</u>

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>[Signature]</u>	Date: <u>11-23-21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written:	Grant Name: _____
<u>[Signature]</u>	Date: _____
Grants Coordinator	

Risk Management Review	
Approved as written:	Date: <u>11-30-21</u>
<u>[Signature]</u>	
Risk Manager or designee	Lisa Price

County Attorney Review	
Approved as written:	Date: <u>11-30-21</u>
<u>[Signature]</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written:	Date: _____

IT Review (if applicable)	
Approved as written:	Date: _____

C 22-3139-IT

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, November 30, 2021 11:39 AM
To: DeRita Mason
Cc: Kerry Parsons; Karen Donaldson; Kristina LoFria
Subject: Re: Urgent Review-Pictometry

The signature block on the Piggyback Agreement needs to be updated to reflect Pictometry International, Inc. With that change, this is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, November 30, 2021 12:24:32 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Karen Donaldson; Kristina LoFria
Subject: Urgent Review-Pictometry

All,
I have an urgent review that needs to be on next week's agenda. Could you review and get back to me today?
Sorry for the short notice.
Thanks,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, November 30, 2021 11:56 AM
To: DeRita Mason
Subject: RE: Urgent Review-Pictometry

This is approved by Risk

Kristy LoFria

Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, November 30, 2021 11:25 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: Urgent Review-Pictometry
Importance: High



**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND
PICTOMETRY INTERNATIONAL CORP.
NO. P0142**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide digital aerial imagery of Okaloosa County (the "Services"). Under the same terms and conditions as the agreement between State of Florida, Department of Revenue and Pictometry International Corp. ("Contractor"), Contract Number P0142 (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of June 30, 2023, which Agreement resulted from a competitive procurement.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement to "State of Florida, Department of Revenue" shall be substituted with "Okaloosa County, Florida".

The contract with Okaloosa County, Florida and Pictometry International Corp. will be in effect when all parties have signed and run until June 30, 2023 and with the term of the contract with the State of Florida, Department of Revenue.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in Okaloosa County, Florida, in any such action, Florida law shall apply;

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CONTRACT: C22-3139-IT
PICTOMETRY INTERNATIONAL CORP.
PROVIDE DIGITAL AERIAL IMAGERY FOR
OKALOOSA COUNTY
EXPIRES: 06/30/2023

Agreed, accepted and consented to the 1st day of December, 2021.



PICTOMETRY INTERNATIONAL CORP.

Robert Locke

Robert Locke (Dec 2, 2021 10:39 EST)

Signature

TITLE: President - Government Solutions

Robert Locke

Print Name

OKALOOSA COUNTY, FLORIDA

ATTEST

BY:

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman

BY:

J.D. Peacock, II
J.D. Peacock, II, Clerk



ATTACHMENT "A"



ATTACHMENT "A"
The Agreement

**STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT**

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and The Pictometry International, Inc. hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on July 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2023. For this contract, there shall be one (1) five (5) year optional renewal period.

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A – Scope of Work in accordance with the terms and conditions specified in this contract. Task Assignments may be issued to the contractor annually. This contract was established by the following procurement method: Consultants Competitive Negotiation Act (CCNA) – RFQ #17/18-18.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes, or at such lower rates as may be provided in this contract.
3. That invoices shall be submitted to the following address:

FL Department of Revenue
Property Tax Oversight Program
Attn: Amanda Lambert, Contract Manager
2450 Shumard Oak Blvd.
CCOC 2-3218
Tallahassee, FL 32399-0126

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or email: Sarah.Wachman.Chisenhall@floridarevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, Florida Statutes, or other applicable Florida law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by section 768.28(2), Florida Statutes, the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractor's employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited.

A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.

2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
 - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than forty-five (45) days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a notification is required forty-five (45) days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

☒ FTI will not be disclosed.

☐ FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 6, provides detailed requirements on the content of the forty-five (45) day notification to the IRS. The contract manager should refer to:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil

damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
 - k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
 - l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the Contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the State of Florida, the Contractor would also be subject to comply with the laws of states where those individuals reside.

I. Assignments and Subcontracts

- 1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
- 2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
- 3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes, unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- 4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with section 413.036(3), Florida Statutes, which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.
4. MyFloridaMarketPlace Fee

NOTE: Procurements under section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" are exempt from the transaction fee per rule 60A-1.031(3)(b), F.A.C.

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, Florida Statutes, if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without the Department's prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than thirty (30) days after the Task Order Assignment ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, Florida Statutes. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such

materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

U. Emergency Preparedness

That upon request from the Department, the contractor shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Record Checks (CHRC)

That the Department requires national criminal history record checks on all contractor's employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements*. This document is required for all contractors who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@dor.state.fl.us, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractor's employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. ACCESS TO DEPARTMENT FACILITIES, INFORMATION AND SYSTEMS

1. Granting Access

- a. That upon execution of the contract, the contractor will provide the Contract Manager a list of all contractors' employees or subcontractor staff that will require access to Revenue facilities, confidential or sensitive information, or information systems. The list should include the following information:
 - Name, telephone number, email address, work location, access desired, justification, and the effective date of the desired access for each person listed.
- b. That any time during the life of the contract, the contractor may submit a request for additional contractors' employees or subcontractor staff to be granted access to Revenue facilities, confidential or sensitive information, or information systems. The list should include the same information listed in above.
- c. That resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings,
 - Restricted Rooms within Office Buildings,
 - Restricted Data,
 - Department Intranet,

- Department Network, and
 - Data Management Systems such as FLORIDA, CAMS and SUNTAX.
- d. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to have the appropriate accesses granted.
 - e. That Contractors' employees and subcontractor staff may be required to sign Department or other agency security forms to gain access. Additionally, they may be required to view security videos, take on-line or instructor-led training, and review Department policies.
 - f. That access will not be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.
 - g. That contractors' employees and subcontractor staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate access and may initiate other contractual remedies if sharing occurs.

2. Changing and Terminating Access

- a. That the contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
 - Separation,
 - Termination,
 - Reassignment to another project, and
 - Change in the type of access required.
- b. That notification shall include name, telephone number, email address, work location, justification, and the effective date of the change.
- c. That changes to the type and frequency of the access may require contractor's employees and subcontractor staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. That contractors are responsible for returning to the Contract Manager all security identification cards, access devices or other Revenue property on or before the separation, termination or reassignment of contractors' employees or subcontractor staff.
- e. That contractors are responsible for submitting to the Contract Manager a written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

X. REPORTING FRAUD

That any detected or suspected fraudulent activity committed against Revenue, using Revenue resources, or affecting Revenue services must be reported to Revenue immediately in one of the following ways:

- a. Using SUNTAX.
 - o Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.
- b. Using Ethics Link.
 - o Individuals with access to Revenue's intranet will select a fraud incident type within Ethics Link to submit a report.
- c. Directly to the Office of Inspector General by calling (850) 617-8152 or sending an email to Inspector General.

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

Revenue will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Y. FINANCIAL CONSEQUENCES

That the following financial consequences will apply for failure to comply with the terms and conditions of this contract:

Unless otherwise stipulated in each Task Assignment, the contractor hereby covenants and agrees to incur financial

consequences as follows:

- a. It is acknowledged that time is of the essence in this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as financial consequences: In the event the deliverables identified in each Task Assignment are not completed and submitted within the due dates specified in the Task Assignment, the compensation stated for that Task Assignment or of the Contract may be reduced by **1% per day** for each day that deliverables are late. Further, if the contractor fails to adhere to the scheduled flight season as indicated in 4.8 of the Scope of Work and that failure causes the contractor not to provide deliverables as stated in the Task Assignment, the contractor will pay the Department the cost incurred to obtain the deliverables during the next year's flight season.
- b. The date of submission shall be the date of receipt by the Department.
- c. If the Deliverables fail to comply with the requirements of this Contract, or if questions arise from review and the contractor is so notified and requested to respond, the contractor shall furnish the required modifications within ten (10) days of notification at no additional cost to the Department.
- d. If the modifications are not submitted to the Department within the 10-day period, the compensation stated for that Task Assignment may be reduced as stated in (I.Y.a.) above.
- e. The failure to respond, within ten (10) days following notification, to a request to correct the deliverables may result in termination of the Contract by the department.

Z. PROHIBITION AGAINST CONTINGENT FEES

That pursuant to section 287.055 (6)(a), Florida Statutes, the architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

That pursuant to section 287.055 (6)(b), Florida Statutes, any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

That pursuant to section 287.055 (6)(c), Florida Statutes, any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed the amount negotiated on task orders for digital orthophotography services, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, Florida Statutes, the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

D. Prohibition Against Contingent Fees

That pursuant to section 287.055(6)(d) Florida Statutes, any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this contract shall begin on July 1, 2018 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2023. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed five (5) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be one (1) five (5) year optional renewal period.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this contract may be terminated by the Department without cause upon no less than ten (10) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have:
(1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or
(2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if Contractor is determined placed on the list of Scrutinized Companies as described in section 287.135, Florida Statutes.

E. Renegotiations or Modifications

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:
Pictometry International Corp
25 Methodist Hill Dr.
Rochester, NY 14623
2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:
Brian Brockmann, Corporate Vice President
Pictometry International Corp
25 Methodist Hill Dr.
Rochester, NY 14623
3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:
Carl Decator, Florida District Manager
17422 Equestrian Trail
Odessa, FL 33556
(813) 928-2871
4. The name, address, and telephone number of the contract manager for the Department for this contract is:
Amanda Lambert
2450 Shumard Oak Blvd
CCOC 2-3219
Tallahassee, Florida 32399-0126
Amanda.Lambert@FloridaRevenue.com
(850) 717-6874
5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. Other Florida Governmental Entities

That other Florida governmental entities including counties and municipalities may enter into purchase agreements or contracts with the Contractor to perform the services as stated in Attachment A, Scope of Work. The Department is not a party to any agreement between the Contractor and other Florida governmental entity.

I. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box

Applicable attachments: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input checked="" type="checkbox"/>	Attachment B	Order of Precedence (and Contract Content)
<input checked="" type="checkbox"/>	Attachment C	Task Order Assignment

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.I. above.

IN WITNESS THEREOF, the parties hereto have caused this (25) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
Pictometry International Corp.

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY:

DocuSigned by:
Erica P. Womer
160CE55DC200428...

NAME:

Erica Womer

TITLE:

Corporate Vice President

DATE:

3/22/2018 | 4:56 PM EDT

Contractor MFMP Vendor #
(Federal EID # or SSN 161595473
and MFMP Extension):

SIGNED BY:

DocuSigned by:
Clark M. Rogers
4AEE395B9BE740E...

NAME:

Clark Rogers

TITLE:

Director, Office of Financial Management

DATE:

3/26/2018 | 10:22 AM EDT

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel
DocuSigned by:

Steven Brangaccio

Date: 3/22/2018 | 8:10 AM

Approved for form and legal content

Attachment A - SCOPE OF WORK**FLORIDA DEPARTMENT OF REVENUE
Property Tax Oversight****1 INTRODUCTION**

The purpose of this project is to fulfill the Department of Revenue's (Department) responsibilities of providing aid and assistance to the County Property Appraisers as specified in section 195.002(1), Florida Statutes, and to at least once every three (3) years furnish such aerial photographs and non-property ownership maps to the property appraisers as necessary to ensure that all real property within the state is listed on the roll. The Department, for its own use and for the County Property Appraiser's use, is proposing to contract for the acquisition and delivery of digital orthophotography products. The Department intends to acquire ortho-rectified digital image data to support the development and analysis of the tax rolls for all sixty-seven (67) counties in Florida.

Since 1972, Florida Statutes have stipulated cooperation between USGS, FDOT, and the state Water Management Districts to facilitate statewide topographic mapping efforts. Currently the horizontal part of the statewide topographic map is being accomplished through the Florida County Digital Orthophotography Program (FCDOP). The FCDOP is supported by partnerships and agreements between several state, federal, and local agencies. The current FCDOP mapping efforts consist of statewide orthophotography coverage of Florida on a three (3) year cycle, with a maximum ground sample distance (GSD) resolution of 0.5 feet.

2 PURPOSE

This document defines the minimum standards for providing digital orthophotography products for inclusion into the FCDOP. All final data will be considered public record as defined by applicable Florida Statutes.

Any products created from oblique aerial imagery acquired during the Orthophotography project imagery collection are beyond the scope of this document.

All work performed must be in accordance with the *Standards of Practice Chapter 5J-17, F.A.C.*, pursuant to *Chapter 472, Florida Statutes*.

3 ABBREVIATIONS / DEFINITIONS

- **ASPRS** - American Society for Photogrammetry & Remote Sensing
- **CADD** - Computer Aided Design & Drafting
- **CSDGM** - Content Standard for Digital Geospatial Metadata
- **DEM** - Digital Elevation Model
- **ESRI** - Environmental Systems Research Institute
- **FGDC** - Federal Geographic Data Committee
- **FIPS** - Federal Information Processing Standards
- **FCDOP** - Florida Digital Orthophotography Program
- **GeoTIFF** - Raster image file. GeoTIFF fully complies with the TIFF 6.0 specifications, and its extensions do not in any way go against the TIFF recommendations, nor do they limit the scope of raster data supported by TIFF. GeoTIFF uses a small set of reserved TIFF tags to store a broad range of georeferencing information, catering to geographic as well as projected coordinate system needs.
- **GSD** - Ground Sample Distance
- **IMU** - Inertial Measurement Unit
- **LiDAR** - Light Detection and Ranging
- **LAS** - A binary file standard supported by ASPRS for storing point location and attribute information primarily used for LiDAR data.
- **NSSDA** - National Standard for Spatial Data Accuracy
- **Orthophoto** - same as Orthophotograph
- **Orthophotograph** - A photographic copy, prepared from a perspective photograph, in which the displacements of images due to tilt and relief have been removed. (Source: American Congress on Surveying and Mapping and the

American Society of Civil Engineers. Definitions of Surveying and Associated Terms. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.

- **Orthophotomosaic** - An assembly of orthophotographs forming a uniform-scale mosaic. (Source: American Congress on Surveying and Mapping and the American Society of Civil Engineers. Definitions of Surveying and Associated Terms. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.
- **Orthorectification** - A special case of image resampling whereby the effects of image perspective and relief displacement are removed so that the resulting orthoimage has uniformly scaled pixels, resembling a planimetric map. (Source: American Society for Photogrammetry and Remote Sensing Manual of Photogrammetry Fifth Edition, 2004, page 963)
- **Photogrammetry** - The science or art of obtaining reliable measurements by photography. (Source: American Congress on Surveying and Mapping and the American Society of Civil Engineers. Definitions of Surveying and Associated Terms. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.
- **RMSE** - Root Mean Square Error
- **USft** - United States Survey Feet
- **USGS** - United States Geological Survey
- **XML** - Extensible Markup Language

4 ORTHOPHOTO SPECIFICATIONS

4.1 Digital Camera

All imagery shall be collected using a digital aerial camera capable of collecting multispectral imagery in natural color (RGB) bands and near infrared band (N). The sensor must also have a documented bore-sight calibration performed within six (6) months of image acquisition.

4.2 Image Spatial Resolution

The Contractor shall deliver images that have been re-sampled to the desired resolution a.k.a. Ground Sample Distance (GSD) of 0.5 feet. The original raw imagery must have a GSD less than or equal to the desired final resolution of the orthoimagery. Orthoimagery that has been resampled to a higher resolution than the original raw imagery GSD will NOT be accepted. The allowable RMSE_x and RMSE_y shall be less than or equal to 1.0 feet (2 pixels) per **FDOT Survey Handbook (OCTOBER 10, 2016), Section 25**.

<http://www.fdot.gov/geospatial/documentsandpubs/SurveyandMappingHandbook.pdf>

4.3 Horizontal and Vertical Datum

Unless otherwise requested the Orthophotography and other topographic products shall be referenced to the North American Datum of 1983 2011. The map projection referenced shall be to the appropriate Florida State Plane Coordinate System in units of U.S. Survey Feet.

Orthophotography and other topographic products shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), in units of U.S. Survey Feet.

4.4 Horizontal Map Accuracy

The final horizontal map accuracy of Orthophotography products shall be determined using well defined photo identifiable check points. Computed local horizontal accuracy shall meet or exceed 2.5 feet at the 95% confidence interval as specified in the FGDC "Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy". A minimum of twenty-five (25) independent checkpoints within the project area will be used for verification. Check points will be distributed throughout the dataset.

4.5 Digital Elevation Model

A Digital Elevation Model adequate to support accuracy specifications identified for this project must be created to accurately orthorectify photographic imagery.

The Contractor is responsible for evaluating the accuracy of the DEMs, and when necessary shall collect additional surface information to accurately orthorectify photographic imagery.

The Contractor will submit information in the final survey report and metadata which documents the source, enhancements made, and density of the DEMs utilized for the Orthophoto mapping project.

Additionally, if LiDAR data is acquired as part of the project, the classified scan data must be provided in LAS file format as per ASPRS LAS Specification 1.4 with associated metadata.

4.6 Ground Control

A network of ground control points of sufficient number as well as horizontal and vertical accuracy, shall be established to support Orthophoto mapping. All control shall meet the requirements of the FCDOP, see **7 Ground Control Survey Requirements**.

The Contractor will coordinate with Agency staff in planning ground control surveys and methodology used for all horizontal and vertical control surveys.

4.7 Airborne GNSS/INS Corrections

Unless otherwise approved, all orthophotography collection shall include differential GNSS measurements to at least four Florida Permanent Reference Network (FPRN) stations.

4.8 Flight Season

The specified flight season will be from October 1st through March 15th. To the greatest extent possible imagery should be obtained prior to January 30th. Imagery collected outside of this flight season will require written approval from contracting agency.

4.9 Image Quality

All images will be obtained under cloud free conditions and will be free of obscuring haze, smoke or other atmospheric conditions. Radiometric and color balancing of the imagery is described in Section 5: *Orthophoto Deliverables*. All images must be collected with a sun angle no less than 30°. Imagery shall be acquired at a density in the "high-rise" urban areas such that all road networks are clearly visible and that buildings show no signs of excessive tilt or lean.

4.10 Historical Images

To maintain consistency between images collected during different years, historical examples of imagery shall be reviewed. If applicable color balancing should be performed that is consistent with previous FCDOP imagery.

5 ORTHOPHOTO DELIVERABLES

All deliverables will be the property of the Contracting Agency and are considered public record. Written permission from the Agency must be obtained to release data to any party prior to final publication. The Contractor will deliver Ortho-rectified four band imagery consisting 8-bits per band natural color (RGB) and near infrared (N). The Stereoscopic panchromatic images collected will not be delivered unless specifically requested by the Agency. The Contractor shall keep a copy of the original data for a period of five (5) years and must contact the Agency before destroying the data. The Contractor will document all data deliveries with an itemized transmittal letter.

5.1 File Formats and Image Types

Clarity and quality of the imagery is of the highest importance. Imagery will be delivered as uncompressed four band GeoTIFF images with valid projection header information. One GeoTIFF file per 5000 x 5000-foot tile is required.

- a) *Natural Color Imagery* – The natural color, RGB, bands will be color balanced across the entire study area to the greatest extent possible to allow viewing of the image tiles as a visually seamless mosaic. Care should be taken during radiometric processing to avoid loss of detail in shadows and overexposure on bright surfaces such as bare ground and light-colored building roofs.

- b) *Color Infrared Imagery* – The near infrared band will be radiometrically processed in a manner that preserves original image characteristics to the greatest extent practical. Systematic radiometric corrections to reduce sun angle and sensor variations are desired. Corrections for seasonal variations in ground cover are not to be done, however, care should be taken to ensure appropriate coloration of different vegetation types (e.g. deciduous, evergreen, etc.) is evident.

All orthoimages will be delivered according to the project tiling index (ESRI shapefile) provided to the contractor before commencement of work. The Florida Imagery Index may be found at the Department's website <http://floridarevenue.com/dor/property/gis/>.

Tiles will be contiguous and non-overlapping and will be suitable for creating a seamless image mosaic that includes no data void cells or gaps. Tile naming convention is as follows:

YYYY_NNNNNN_RGBN.TIF (4Band Imagery, Required)
 YYYY_NNNNNN_RGB.TIF (Natural Color Imagery if requested)
 YYYY_NNNNNN_CIR.TIF (Color Infrared Imagery if requested)

Where:

YYYY = Ending year of the flying season that typically ends in March.

NNNNNN = Appropriate tile (cell) index number values from project tiling index provided.

The following examples represent the three color variations of the same Orthophoto image tile that was acquired during the 2013– 2014 flying season.

2014_200001.tif (4Band Image Tile Required)
 2014_200001_RGB.tif (Natural Color Image Tile if requested)
 2014_200001_CIR.tif (Color Infrared Image Tile if requested)

5.2 Geospatial Metadata

A metadata file must be delivered for each GeoTIFF image file, the DEM used for Orthophoto production, and any other relevant mapping files, in XML format.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM), <https://www.fgdc.gov/metadata/csdgm/>, the online link to the USGS metadata parser for CSDM validation is <https://mrddata.usgs.gov/validation/>.

5.3 Image Seamline Feature Class

The Contractor will include a file "ProjectName_Seamlines" in ESRI Shape file format, containing a feature class of non-overlapping polygons with no data voids for the project area. Each polygon will delineate image capture dates and times used to seam together photographs for the production of orthophotography

The feature class should conform to project boundary, and have the following attributes:

FID	Shape	NAME	DOF	EXPOSURE	TIMESTAMP	HEIGHT
0	Polygon	035_0067	12-Feb-2016	6409_035_0067	19:14:59	4525
1	Polygon	033_0067	12-Feb-2016	6409_033_0067	19:40:01	4516
2	Polygon	016_0041	17-Feb-2016	6409_016_0041	16:09:09	4562
3	Polygon	017_0067	17-Feb-2016	6409_017_0067	15:53:49	4576
4	Polygon	019_0067	17-Feb-2016	6409_019_0067	15:27:24	4566
5	Polygon	023_0067	13-Feb-2016	6409_023_0067	17:14:11	4567
6	Polygon	018_0042	17-Feb-2016	6409_018_0042	15:42:43	4590
7	Polygon	015_0067	17-Feb-2016	6409_015_0067	16:20:22	4578
8	Polygon	032_0041	12-Feb-2016	6409_032_0041	19:55:05	4505
9	Polygon	029_0067	13-Feb-2016	6409_029_0067	15:53:47	4537
10	Polygon	022_0041	13-Feb-2016	6409_022_0041	17:29:45	4506
11	Polygon	021_0067	13-Feb-2016	6409_021_0067	17:40:42	4507

DOF = Date of Flight

EXPOSURE = Exposure filename

TIMESTAMP = GNSS time in HH:MM:SS

HEIGHT = Approximate height of aircraft at time of exposure

5.4 Survey Report

The Contractor's Professional Surveyor and Mapper (PSM) will prepare a Digital Survey Report that documents all processes and is compliant with relevant *Standards of Practice Chapter 5J-17, F.A.C.*, and shall at a minimum include the following items:

- Project title and reference number.
- Name and address of corporation (certificate of authorization number).
- Surveyor in responsible charge (contact information).
- Abbreviations, definitions; data sources; etc.
- Final deliverable listing of files stating filename with extension and delivery date in the appendix of the survey report.
- Survey Date(s) are the first and last date of field measurements.
- Introduction, purpose, objectives.
- Scope of work.
- Reference to ground Control Survey by title, survey date, corporation, and certifying Surveyor and Mapper.
- Describe all equipment, software, etc.
- Imaging sensor description, specifications, and any available calibration documentation.
- Airborne sensor trajectory/exterior orientation report.
- Aerial triangulation control coordinates and aerial triangulation blocks along with statistical summaries.
- Digital Orthophoto image acquisition dates and logs.
- Digital elevation model acquisition (identify source and accuracy).
- If Light Detection and Ranging (LiDAR) data is collected, then the following items shall be included:
 1. LiDAR data acquisition dates and logs,
 2. LiDAR sensor description and calibration report, and
 3. LiDAR specifications and procedures.
- Digital orthophotography image accuracy NSSDA analysis according to the FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998).
- List the field and office personnel.
- Digital Survey Report will include a map overlay which will display the following items:
 1. All horizontal and vertical ground control with identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis,
 2. Aerial triangulation blocks,
 3. Digital orthophotography cut lines and dates associated with the strips,
 4. Digital orthophotography tile limits and layout,
 5. LiDAR quality control locations and accuracy (if applicable), and
 6. Base map features (USGS quad, county boundaries, major roads, major hydrography / water bodies, township/range lines, basin boundaries, cities).

The Contractor will deliver a certified digital report with the following final digital media deliverables.

Final Digital Media Submittal:

- Digital copy of the Orthophotography Survey report.
- Digital copy of the Control Survey report (if separate).
- Four Band (RGBN) Orthophotography image tiles.
- Three Band (RGB and/or CIR) - IF REQUESTED IN SCOPE.
- Metadata XML file for each image tile.
- Final surface model used to rectify photography.
- Classified LiDAR data files (*.LAS) if collected.
- Digital files (ESRI Shape file format) used for Survey Report map overlays:
 1. All horizontal and vertical ground control with identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis,
 2. Aerial triangulation blocks,
 3. Digital orthophotography cut lines and dates associated with the photographs,
 4. Digital orthophotography tile limits and layout,
 5. Digital orthophotography Control Point Locations, and
 6. LiDAR QC accuracy locations (if applicable)

Base map features.

Final submittals will be delivered on a single portable external USB computer drive and accompanied by an itemized transmittal letter. All deliverables will become the property of the Agency. The drive shall be labeled on the outside with the following information:

- Project Title,
- Contract Number,
- Task Order Assignment Name,
- Task Order Assignment Number,
- Contractor's Name, and
- Project Manager's Name.

6 ORTHOPHOTO PROJECT SCHEDULE

All final deliverables must be received within one hundred twenty (120) calendar days from the successful collection of aerial imagery or no later than June 1. The Contractor will submit a proposed project schedule. The Contractor will notify the Agency when aerial images have been collected.

7 GROUND CONTROL SURVEY REQUIREMENTS

Ground Control Requirements for Florida County Digital Orthophotography Program

Purpose:

The purpose of this document is to specify the requirements for a geodetic control survey to support 0.5-foot ground sample distance resolution county aerial orthophotography mapping. The positional accuracy required for this imagery resolution is 2.5 feet at the 95% confidence level.

1. All surveying and mapping work performed shall meet the ***Standards of Practice Chapter 5J-17, F.A.C., pursuant to Chapter 472, Florida Statutes.***
 - Global Positioning System (GPS) techniques shall be used to establish horizontal and vertical positions on targeted and/or well-defined photo identifiable points that will be used as control for aerial photogrammetric mapping. New photo control point positions shall be identified in the field by a survey mark.
 - When aerial panels are used, the vertical offset from top of mark to the panel surface shall be measured and recorded.
 - In rare circumstances where the photo identifiable control point cannot be occupied directly, either horizontally and/or vertically, offset distances of less than 0.5 feet from the occupied survey mark may be used. Field survey measurements of sufficient precision must be collected and recorded to allow accurate coordinate computation of the photo identifiable point from the offset mark.
2. Ground control shall be referenced to the 2011 realization of the North American Datum of 1983 a.k.a. NAD83 (2011) based on redundant ties to the Florida Permanent Reference Network (FPRN) <http://www.myfloridagps.com/spiderweb/frmIndex.aspx>.
3. The photogrammetric ground control network shall meet the horizontal and vertical accuracies necessary to support the required map accuracy of the orthophotography per ***FDOT Survey Handbook (OCTOBER 10, 2016), Section 14.*** <http://www.fdot.gov/geospatial/documentsandpubs/SurveyandMappingHandbook.pdf>
4. Sufficient (minimum four) published NAVD88 benchmarks shall be included in the control network to insure accurate elevations can be computed from GNSS measurements through local network adjustment using the latest FPRN geoid model (<http://www.fdot.gov/geospatial/FPRN.shtm>).
5. Where conditions dictate differential leveling may be used to establish elevations on photo control points from the nearest ground control network station or published NSRS vertical station within a five (5) mile radius from the photo control point. The differential leveling procedures used shall meet or exceed ***Standards of Practice*** for vertical control accuracy.
6. With prior approval of orthophoto project surveyor, ground control points may be moved from their original proposed locations to insure safety, and if the proposed point is ambiguous or no longer exists. Such control points shall be documented as moved.
7. A field sketch with survey date, GPS satellite visibility and weather conditions at the time of GPS data collection shall be prepared for each control point site.
8. Digital photo(s) shall be taken showing the exact location of the control point, preferably while the point is occupied by the GPS unit setup. Digital photo filenames shall include the control point name.
9. Submittal Items:
 - A. The Professional Surveyor and Mapper (PSM) will prepare a certified digital **Report of Control Survey** that shall at a minimum include the following items:
 - Project title and reference number,
 - Name and address of corporation (certificate of authorization number),
 - Surveyor in responsible charge (contact information),
 - Abbreviations; data sources; etc.,
 - Introduction, purpose and objective,
 - Description and scope of work,
 - Describe equipment, software, etc.,

- Describe the accuracy standards and specifications, procedures and methodology for establishing ground control,
 - Describe and list the geodetic control (existing and newly-established), displaying the horizontal and vertical coordinates, Datum used, Geoid model and error estimates (95% confidence level),
 - List the field and office personnel,
 - Survey Date(s) are the first and last date of field measurements,
 - Describe monumentation recovered and set, and
 - Map overlay which will display the following items:
 - GPS baseline network, indicate repeated measurements,
 - Existing horizontal and vertical geodetic control,
 - Newly-established photogrammetric control, and
 - Base map features (county boundaries, major roads, major hydrography / water bodies, township/range lines, cities).
- B. Digital Media Submittal on CDs/DVDs shall contain:
- Digital copy of the Control Survey report,
 - Existing geodetic control recovery/to-reach descriptions, sketches, field notes, photographs, etc.,
 - Newly-established photogrammetric control location descriptions, sketches, field notes, photographs, etc.,
 - Copies of Global Navigation Satellite System (GNSS) data logs and a listing of GNSS occupations,
 - All GNSS data observed and produced during the survey (digital format), including the raw observation data, processed baselines, loop closures and least squares adjustments (free and fixed),
 - A Microsoft EXCEL spreadsheet file list of final control with datum header information along with point name, geographic (Latitude, Longitude), grid (State Plane Zone Northing and Easting), and elevation values for control points. Grid coordinates and elevations shall be in units of US survey feet. Any horizontal and vertical mark offsets measured shall be identified and applied to the aerial panel or photo identifiable feature position and/or surface. Offset measurements shall be included to verify computations. See example in *CONTROL TABLE EXAMPLE*, and
 - Sketches and digital pictures of photo control point sites identifying measured point location and type of mark including target size and material if applicable.

Contract Number P0142

GROUND CONTROL TABLE EXAMPLE

FINAL ADJUSTED HORIZONTAL AND ORTHOMETRIC HEIGHT VALUES FOR MARION COUNTY (PD6027)
 POST FLIGHT PHOTO POINT
 UNITS ARE US Survey
 Feet (USft)

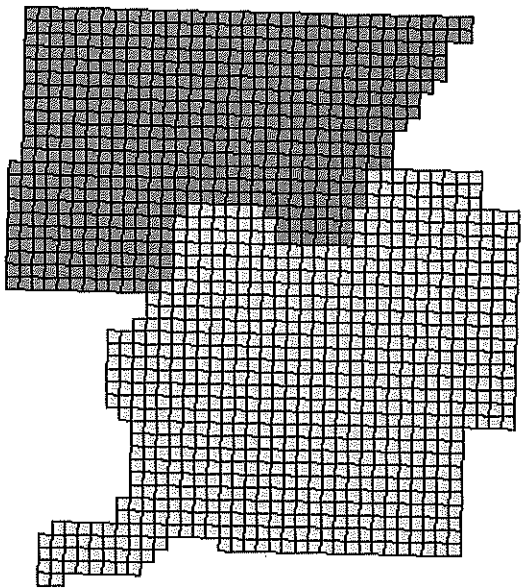
HORIZONTAL DATUM IS NAD 83 (2011)
 STATE PLANE ZONE IS FLORIDA WEST
 ZONE 0902
 ORTHOMETRIC HEIGHT DATUM IS NAVD
 88

ALL CONTROL STATION VALUES ARE DERIVED BY STATIC GPS OBSERVATIONS FROM
 PUBLISHED NGS CONTROL

	GPS Control Station - Geographic			GPS Control Station - USft			Offset from GPS Station to Photo ID Point - USft			FINAL Photo ID Control - USft		
PHOTO_ID	LATITUDE	LONGITUDE	ELLIP_HGT (meters)	NORTHING	EASTING	ORTHO_HGT	Offset North	Offset East	Offset Vertical	NORTHING	EASTING	ORTHO_HGT
D510S010	29 29 44.73172	-82 24 24.26473	1.757	1876786.20	526773.97	97.18	0	0.5	0	1876786.20	526774.47	97.18
D510S011	29 28 42.07552	-82 3 20.32535	-4.497	1870232.35	638460.51	77.18	-0.5	-0.5	0	1870231.85	638460.01	77.18
D510S012	29 30 29.98811	-81 51 49.10517	10.530	1881156.88	699540.72	127.11	0	0	0	1881156.88	699540.72	127.11
D510S013	29 19 32.46883	-81 58 11.18511	-5.832	1814716.87	665798.44	72.96	0	0	0.5	1814716.87	665798.44	73.46
D510S014	29 21 52.50874	-81 44 25.40237	-16.367	1828952.74	738861.52	39.27	0	0	0	1828952.74	738861.52	39.27
D510S015	29 17 40.65095	-81 39 9.97229	-27.655	1803585.22	766847.02	2.34	0.5	0.3	0.5	1803585.72	766847.32	2.84

SAMPLE ORTHOPHOTO PROJECT AREA

Holmes and Washington county



Legend

-  Washington
-  Holmes



Contract Number P0142

ATTACHMENT B - ORDER OF PRECEDENCE (AND CONTRACT CONTENT)

The documents identified in this attachment are incorporated by reference into this contract. If a responder needs clarification of a contract requirement or if a responder or the Department identifies conflicting language in these contract documents, the order of precedence will be as follows (#1 having highest precedence):

Precedence #	Document Description
1	Florida Department of Revenue Standard Contract # P0142 with attachments and subsequent amendments
2	RFQ #17/18-18 -- Statewide Digital Orthophotography (includes answers to questions and any addenda)
3	Vendor's response to RFQ #17/18-18 -- Statewide Digital Orthophotography

Contract Number P0142

Attachment C – Task Order Assignment

CONTRACT NUMBER: **PROGRAM:**
TASK ORDER #: **TASK ORDER TERM/or Date Due:**
PROJECT TITLE:

Contractor Name: **FEID:** **Email:**
Contractor Contact Name: **Phone:** **Email:**
Task Description/Statement of Work (Attach additional pages if needed):

Deliverables:

Fixed Price: Not to Exceed \$

Funding Source:

Invoicing and Financial Consequences: Or reference page & paragraph section of the task order Master Contract that applies to invoicing and financial consequences:

FLORIDA DEPARTMENT OF REVENUE
For the Department

DOR Contract Manager: **Phone:** **Email:**

Signature: _____ **Date:** _____

DOR Project Manager: **Phone:** **Email:**

Signature: _____ **Date:** _____

DOR Procurement Manager: **Phone:** **Email:**

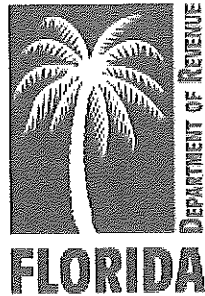
Signature: _____ **Date:** _____

CONTRACTOR: _____ **Date:** _____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

V1 11-2017

State of Florida
Department of Revenue



REQUEST FOR QUALIFICATIONS
FOR
STATEWIDE DIGITAL ORTHOPHOTOGRAPHY
RFQ #17/18-18

Issuing Office: Property Tax Oversight

BY THE
DEPARTMENT OF REVENUE
PURCHASING AND FACILITIES
2450 Shumard Oak Boulevard
TALLAHASSEE, FLORIDA 32399-0100
(850) 717-7567
FAX (850) 921-1396

TABLE OF CONTENTS

SECTION 1- GENERAL OVERVIEW	1
SECTION 2 - PROCUREMENT RULES AND INFORMATION	2
SECTION 3 - CALENDAR OF EVENTS	5
SECTION 4 - EVALUATION AND AWARD	7
SECTION 5 - BID FORMAT AND CONTENTS	8
SECTION 6 - INSTRUCTIONS FOR PREPARATION OF RESPONSE	10
SECTION 7 - RESPONSE COMPONENTS	11
SECTION 8 - QUALIFICATIONS EVALUATION	14
SECTION 9 - LICENSES/PERMITS	16
SECTION 10 - TASK ASSIGNMENTS/STANDARD CONTRACT	17
EXHIBIT 1 - SAMPLE CONTRACT	18
ATTACHMENT A - SCOPE OF WORK	32
1 INTRODUCTION.....	32
2 PURPOSE.....	32
3 ABBREVIATIONS / DEFINITIONS	32
4 ORTHOPHOTO SPECIFICATIONS.....	33
5 ORTHOPHOTO DELIVERABLES	35
6 ORTHOPHOTO PROJECT SCHEDULE.....	39
7 GROUND CONTROL SURVEY REQUIREMENTS	40
ATTACHMENT B - ORDER OF PRECEDENCE (AND CONTRACT CONTENT)	45
ATTACHMENT C – TASK ASSIGNMENT	46
ATTACHMENT D – EVALUATION CRITERIA	47
ATTACHMENT E - CLIENT REFERENCES	49
ATTACHMENT F - EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE	51

SECTION 1- GENERAL OVERVIEW

The Florida Department of Revenue (Department) is responsible for providing aid and assistance to the county property appraisers according to section 195.002(1), Florida Statutes. Additionally, in compliance with section 195.022, Florida Statutes, at least once every three (3) years the Department must prescribe and furnish aerial photographs and non-property ownership maps to the property appraisers to ensure that all real property in the state is listed on the county tax rolls. The Department, for its own use and for county property appraisers' use, is proposing to contract for the acquisition and delivery of digital orthophotography products.

The Department intends to acquire these ortho-rectified digital image data, through this contract or through other means, to efficiently provide aerial photography products to the county property appraisers, which will support the development and analysis of the tax rolls for all sixty-seven (67) counties in Florida. The products will also enhance parcel-mapping systems and improve Geographic Information System (GIS) related applications for county and state governments. To that end, the Department is requesting statements of qualifications from registered surveyors and mappers for digital orthophotography services for projects in the State of Florida.

Since 1972, Florida Statutes have stipulated cooperation between the United States Geological Survey (USGS), Florida Department of Transportation (FDOT), and the state water management districts (WMD) to facilitate statewide topographic mapping efforts. Part of this is currently accomplished through the Florida Statewide Base Digital Orthophotography Program (FSBDOP), supported by partnerships and agreements between several state, federal, and local agencies represented by the Florida Digital Base Orthophotography Group.

This document defines the minimum requirements for providing digital orthophotography products for inclusion in the FSBDOP. All final data will be public record as defined by applicable Florida Statutes.

As requirements or technical innovations change in the aerial photography program, the Department has the option, if in the state's best interest, to contract for the acquisition and delivery of other types of aerial photography, such as oblique, vertical, or combinations of aerial imagery. Other Florida governmental entities, including counties and municipalities, may also use the resulting contracts from this RFQ. These entities may enter into purchase agreements or contracts with the Contractor to perform the services in Attachment A, Scope of Work. The Department is not a party to any agreement between the Contractor and another Florida governmental entity.

The Contractor must perform all services in compliance with accepted professional standards. All photography, regardless of the methodology the Contractor uses to capture imagery, must adhere to the specifications in the contract.

SECTION 2 - PROCUREMENT RULES AND INFORMATION

2.1 Overview

The Department is requesting Statements of Qualifications from registered surveyors and mappers for the services described above. Section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), governs this Request for Qualifications (RFQ) and the selection process. The specific reference is section 87.055(2)(g), Florida Statutes, which governs “continuing contracts.”

2.2 Federal Brooks Act

According to the Federal Brooks Act and section 287.055, Florida Statutes, price may not be an evaluation criterion during the advertisement and selection phase for professional services procurements. Responders are prohibited from including references to their proposed professional services fees or indirect rates in letters of response or technical proposals. Inclusion of prohibited professional services cost data in a letter of response or technical proposal may cause the letter of response or technical proposal to be non-responsive. Pricing will be negotiated following selection based on the qualifications described in this RFQ.

2.3 Questions

Submit any inquiries concerning this RFQ in **writing** to the procurement contact person (Section 3.2) and identify the inquirer. The procurement contact person must receive the inquiry no later than the date and time specified in Section 3.1.2 of the Calendar of Events. Email inquiries are preferred. It is the inquirer’s responsibility to confirm receipt of emailed and faxed inquiries.

The Department will respond to questions in writing and post them on the Vendor Bid System on or about the anticipated date referenced in Section 3.1.3 of the Calendar of Events.

2.4 Addenda

The Department will post addenda and clarification to this RFQ, along with an Addendum Acknowledgment Form, on the Vendor Bid System. The Addendum Acknowledgment Form, which is included with each posting, must be signed by an authorized company representative, dated, and returned with the RFQ.

2.5 Verbal Communications

The Contractor may not initiate or execute any negotiations, decisions, or actions as a result of any discussions with any Department employee. Only the written communications from the purchasing contact identified in Section 3.2 of this RFQ will be a duly authorized expression on the Department’s behalf. The Department will recognize only

SECTION 2 - PROCUREMENT RULES AND INFORMATION

communications from the Contractor's representative that are in writing and signed as duly authorized expressions on the Contractor's behalf.

2.6 Filing of Notice of Intent to Protest

Failure to file a notice of intent to protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time frame allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be filed with the Department's Agency Clerk, Office of General Counsel, 2450 Shumard Oak Boulevard, Room 1-1840, Tallahassee, Florida 32399-0100, within the time prescribed in section 120.57(3), Florida Statutes.

2.7 Filing of an Action

Any person who files an action under section 120.57(3), Florida Statutes, protesting a decision or intended decision pertaining to contracts the Department administers must post with the Department, at the time of filing the formal written protest, a bond payable to the Department in an amount equal to one (1) percent of the Department's estimate of the total value of the contract. The form of the bond must be a bond, cashier's check, or money order. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

2.8 Right to Accept or Reject Responses

The Department reserves the right to accept or reject any or all responses in the best interest of the state.

2.9 Non-responsive Responses

Non-responsive responses may include, but not be limited to, those that: a) are not in conformance with the requirements and instructions in this RFQ, b) fail to use or complete prescribed forms, or c) have improper or undated signatures. The Department may reject a non-responsive response.

2.10 Minor Irregularities

The Department may waive minor irregularities in the responses that: a) do not affect the proposed price, b) do not give the proposer/contractor an advantage or benefit that the other proposers/contractors do not enjoy, or c) do not adversely impact the Department's interest.

2.11 Material Deviation

The Department has established certain requirements for submitting RFQs. The use of "shall," "must," or "will" (except to indicate simple futurity) in this RFQ indicates a requirement or condition from which the Department may not waive a material deviation. A deviation is material if, in the Department's sole discretion, the deficient response is not

SECTION 2 - PROCUREMENT RULES AND INFORMATION

in substantial accord with this RFQ's requirements; provides an advantage to one response over other responses; has a potentially significant effect on the quantity or quality of items proposed or on the cost to the Department; or otherwise adversely impacts the Department's interest. Material deviations will be the basis for rejection of an RFQ.

2.12 Disclosure

After evaluations are complete, the Department will disclose information to responders in accordance with Florida Statutes and Florida Administrative Code rules that are applicable to this solicitation.

2.13 Ownership of Material

All material prospective contractors submit in response to this RFQ will become the property of the Department and will be subject to the provisions of Chapter 119, Florida Statutes.

SECTION 3 - CALENDAR OF EVENTS

Important actions and their corresponding deadlines are listed below. If the Department finds it necessary to change any of these dates/times, the Department will publish an addendum. All listed times are local time in Tallahassee, Florida (Eastern Time).

	Date	Time	Action
3.1.1	11/20/2017	3:00 p.m.	Release of Request for Qualifications (RFQ).
3.1.2	12/08/2017	3:00 p.m.	Last date/time for written questions and inquiries.
3.1.3	12/22/2017	3:00 p.m.	Anticipated date/time that written responses to written questions/inquiries will be posted on the Vendor Bid System.
3.1.4	01/18/2018	3:00 p.m.	RFQs will not be accepted after this date/time.
3.1.5	01/18/2018	3:00 p.m.	RFQ opening.
3.1.6	02/06/2018	3:00 p.m.	Anticipated date/time of posting recommended awards on Vendor Bid System.
3.1.7	03/01/2018		Anticipated date for signing contracts.

3.2 Purchasing Contact/Receipt of Sealed Responses

Sealed responses must be received by: Hannah Decker, Purchasing Specialist
Florida Department of Revenue (FDOR)
Purchasing Office
2450 Shumard Oak Blvd
CCOC 2-1600
Tallahassee, FL 32399-0126
Phone: 850-717-7567

NO LATER THAN 3:00 p.m. Eastern Time on 01/18/2018.

The Department will open RFQ responses at the time and date specified in the “Calendar of Events” (Section 3.1.5) in the Purchasing Office, 2450 Shumard Oak Boulevard, Building 2, Suite 1600, Tallahassee, Florida. Vendors must submit RFQ responses in sealed envelopes with the RFQ number and opening date and time identified on the outside.

The Department will provide the names of all responders submitting RFQs to interested parties who submit written requests to the contact person listed in Section 3.2. Any person with a

SECTION 3 - CALENDAR OF EVENTS

qualified disability will receive equal access and effective communication regarding any bid/proposal documents or any related meeting or RFQ opening.

CAUTION: The Department will not consider a response that arrives at the designated office after the exact specified time for receipt, according to Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code (F.A.C.), which describe treatment of late responses, modification of responses, and withdrawal of responses.

Responders to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer named above, between the release of this solicitation and the end of the seventy-two (72) hour period after the agency posts the notice of intended award. Violation of this provision may be grounds for rejecting a response.

SECTION 4 - EVALUATION AND AWARD

4.1 General Description

The intent is to select a minimum of five (5) qualified vendors meeting the qualifications in this RFQ to provide the Department with the digital orthophotography products this RFQ describes. The Department currently works from a three (3) year schedule. Each year, the Department will identify counties that will receive photogrammetric services. The Department will assign one or more task assignments for services by county or counties as described in Section 10. The Department will distribute work based on factors such as qualifications, location, availability, and work previously assigned under the contract.

No minimum amount of work is guaranteed under the contract(s) resulting from this solicitation.

4.2 Evaluation Committee

A committee of at least three members, one to be designated committee chairman, will evaluate each response. Each of the reviewers will work independently using the evaluation criteria in RFQ #17/18-18 - Attachment D – Evaluation Criteria. The committee chairman will calculate an average rank for each response.

4.3 Evaluation Process

The evaluation committee will evaluate each statement of qualifications the Department received under this solicitation and may conduct discussions with, and may require public presentations by, each responding firm regarding their qualifications, approach to the project, and ability to furnish the required services based on the criteria in the RFQ. The evaluators are limited to the contents of the vendors' responses for their evaluations. During the evaluation of qualifications stage, neither the evaluators nor the vendors will discuss or consider cost. The evaluators will perform their evaluations independently without collaboration. If the evaluators meet for a strategy meeting or to evaluate collectively, the meeting will be subject to the public meeting requirements of section 286.011, Florida Statutes, and the Department will provide proper notice for the public meeting. The Department will provide notice on the Vendor Bid System. Evaluations must be based solely on information in the RFQ responses.

4.4 Award Selection

The Department must initially select a minimum of five (5) firms the evaluation committee deems to be the most highly qualified to perform the required services based on factors described in the solicitation document. See Attachment D for evaluation criteria and method of scoring.

SECTION 5 - BID FORMAT AND CONTENTS

Vendors must submit five (5) hard copies (one original signed version and four (4) legible copies of the original) and one (1) digital copy of the response to this RFQ. Bind each hard copy individually.

Vendors do not have to prepare responses using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Vendors must prepare their responses according to the instructions in this RFQ.

If a vendor considers any portion of the documents, data, or records submitted in response to this RFQ to be confidential, proprietary, a trade secret, or otherwise not subject to disclosure under Chapter 119, Florida Statutes, the Florida Constitution, or other authority, that information must be clearly marked as "CONFIDENTIAL." The Department will distribute the non-redacted version, as necessary and appropriate, for evaluating, negotiating, and awarding the contracts.

An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of confidential information. The Department may reject any qualifications response a vendor submits with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages. Only the confidential portion(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

In addition, if a response contains information the vendor considers to be confidential, proprietary, trade secret, or otherwise not subject to disclosure, the vendor should submit a separate listing of the confidential RFQ response sections and page references with their response.

If a vendor considers any portion of the documents, data, or records they submit in response to this RFQ to be confidential, proprietary, trade secret, or otherwise not subject to disclosure under Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the vendor must simultaneously provide the Department with a separate redacted copy of its RFQ response with its response submission. The redacted copy must:

- (a) Be provided in both electronic and paper format.
- (b) Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for the exemption. The Department may reject any response that fails to properly justify each occurrence of protected information.
- (c) Only exclude, obliterate, or redact those exact portions which the vendor claims are confidential, proprietary, trade secret, or otherwise exempt.
- (d) Contain the following information clearly identified on the cover/case:

Request for Qualifications #17/18-18

Request for Qualifications for Statewide Digital Orthophotography "Redacted Copy"
"Redacted Copy"

SECTION 5 - BID FORMAT AND CONTENTS

The vendor will be responsible for defending their determination that the redacted portions of their response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Further, the vendor must protect, defend, and indemnify the State of Florida for any claims arising from or relating to the vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

If the vendor fails to submit a redacted copy with their response, the vendor agrees that the Department is authorized to produce the entire set of documents, data, or records the vendor submits in answer to a public records request for these records.

SECTION 6 - INSTRUCTIONS FOR PREPARATION OF RESPONSE

Responders must prepare their response in the order outlined in Section 7, with the sections tabbed for ease of identification and evaluation by the evaluation committee members.

The Department has designed the instructions for this RFQ to help ensure consistent review and evaluation of all responses, as well as to minimize costs and response time. The Department may reject information vendors submit at variance with these instructions. The responder is responsible for providing, in responses to each component described in Section 7, information that supports their ability to provide the deliverables described in Attachment A – Scope of Work. The Department will not consider any qualifying information other than that provided in the response.

SECTION 7 - RESPONSE COMPONENTS

7.1 Transmittal Letter (Tab 1)

This letter serves only as the document covering transmittal of the response package. The letter should provide the name, title, address, and telephone numbers of the official contact and an alternate, if available. These individuals have the authority to bind the responder and must be available by telephone or to attend meetings, as appropriate, regarding the solicitation schedule.

7.2 Historical Background (Tab 2)

This section should provide historical background information on the responder and the responder's organizational structure. This should include years in operation and years involved in work related to the services described in this solicitation.

7.3 Project Organization (Tab 3)

The responder should describe in this section in-house project organization and management methods which are most appropriate to perform the requested types of services.

7.4 Contract Managers/Subcontract Managers/Office Locations (Tab 4)

This section should identify contract managers and key personnel, subcontractors with details of the intended scope of their work, and office locations for key personnel and subcontractors.

7.5 Cost and Schedule Controls (Tab 5)

This section should contain a discussion of cost and schedule controls, corrective action procedures, and any other management considerations appropriate to concurrent work on several projects. The Department is interested not only in how the Contractor will track and report cost and schedules, but also what the Contractor will do specifically to reduce costs and maintain schedules. The management methods must address cost or price monitoring and control, **but must not reveal cost information**. The Department reserves the right to require contractors and all subcontractors to use a single specified format for data management and project tracking.

7.6 Availability (Tab 6)

Availability of the responder's personnel assigned to this contract is important. The responder should submit an organizational chart of personnel. The Department expects personnel and subcontractors identified in the response package to be available for work without interference from other contractual obligations the responder may have.

The selected contractor may work on several projects simultaneously; therefore, responders should indicate how they will manage work overloads to prevent project delays.

SECTION 7 - RESPONSE COMPONENTS

7.7 Technical Plan (Tab 7)

This section should explain the responder's approach, capabilities, and methods they will use in accomplishing the tasks; the type of aerial photogrammetry equipment they will use; the resources and facilities available to the responder; proposed timeframes for furnishing products and/or services; and innovative concepts or techniques proposed for delivery of the products and/or services.

7.8 Quality Control Plan (Tab 8)

This section should explain the proposed review/quality control process the responder will implement to ensure timely delivery of quality work products and services.

7.9 Client References and Past Performance (Tab 9)

RFQ #17/18-18 – The second page of Attachment E is the Client Reference Form that responders must use to provide client references for past performance. Failure to use the Client Reference Form in Attachment E may result in a score of zero for this component of the evaluation.

In the space provided on the List of Responder Names, which is the first page of Attachment E – Client References, the responder should list all names under which it has operated during the past five (5) years. The Department will review its records to identify all contracts for which the responder was the prime contractor with the Department during the last five (5) years (contracts in effect on or after July 1, 2012).

Also, in the spaces on the Client Reference Form, which is the second page of Attachment E – Client References, the responder (not intended subcontractors) must provide the required information for five (5) separate and verifiable completed projects, consisting of work similar in size and complexity to that specified in this solicitation, that are not Department projects. The responder may include projects conducted under continuing contracts, but the dates on the form must be the dates of the specific completed project, not the dates of the ongoing contract. Confidential clients must not be included.

The same client may not be listed for more than one (1) reference. For example, if the responder has completed a project for the Florida Department of Transportation – District One and one (1) project for the Florida Department of Transportation – District Two, the responder may list only one (1) of the projects because the client, the Florida Department of Transportation, is the same.

If the responder has had a name change since the time the responder performed work for a listed reference, the responder must provide the name under which the responder operated at the time the work was performed on the Client Reference Form in the space indicated.

SECTION 7 - RESPONSE COMPONENTS

References should be available for contact during normal working hours. The Department will choose, at its own discretion, three (3) of the responder's references to complete an evaluation questionnaire (see Attachment F).

Failure to provide the required information for five (5) separate and verifiable completed projects in the spaces on Attachment E; failure to provide the required information for each reference; or failure to provide all names under which the responder has operated during the last five (5) years may result in the responder receiving a score of zero for the past performance section of the evaluation criteria.

#RFQ 17/18-18, Attachment F is a sample of the questionnaire that the evaluation team will use to collect information from the references the responder provides. DO NOT complete this form and return with your response.

7.10 Documentation Supporting Subcontracting Arrangements (Tab 10)

The responder must supply written proof of subcontract arrangements for this solicitation. The responder must supply documentation for each subcontractor that the responder intends to use and for which the responder has identified the qualifications and experience in their response. The written documentation should be a one (1) page letter of commitment the subcontractor has supplied on its letterhead, clearly identifying the DOR solicitation number (RFQ #17/18-18), the project title (Statewide Digital Orthophotography Services), and the prime contractor with whom the firm intends to subcontract.

SECTION 8 - QUALIFICATIONS EVALUATION

Multiplier Score

For each evaluation component in Section 8, each evaluator, working independently, will generate a numerical score of a whole number from 0 to 5 that represents the evaluator's assessment of the relative merits and the quality of the responses based on the following guidance. The scoring below will be based solely on the information the vendor provides in the response.

- 0 Response is so severely flawed that it renders an essential element of the component unworkable or fails to address the requirement(s).
- 1 Response demonstrates and/or describes a significant or complete lack of understanding, incomprehensible approach, and/or a significant or complete lack of skill and experience.
- 2 Response demonstrates and/or describes a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirement(s), a lack of demonstrated experience and skills, and/or is somewhat unclear. The evaluator could determine serious flaws and concerns.
- 3 Response demonstrates and/or describes a fundamental, adequate capability; basic approach to the subject area; apparently feasible but somewhat unclear solutions; a fair understanding of the requirement(s); and/or a lack of staff experience and skills in some areas. The evaluator could determine notable limitations or concerns.
- 4 Response demonstrates and/or describes clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The evaluator could determine only minor limitations or concerns.
- 5 Response demonstrates and/or describes extensive competence; proven capabilities; an outstanding approach to the subject area; innovative, practical, and effective solutions; a clear and comprehensive understanding of the requirements; and/or planning for the unforeseen. The evaluator could not determine any significant limitations or concerns.

Evaluators will enter the assigned score for each component into a worksheet that corresponds to the evaluation criteria in RFQ #17/18-18, Attachment D, with each evaluator completing a separate worksheet for each response he or she scores.

SECTION 8 – QUALIFICATIONS EVALUATION

Evaluation Components Weight Factors

Evaluation Component Description	Weight Factor Reference
Transmittal Letter	Not scored
Historical Background	2
Project Organization/Management Methods	2
Personnel/Subcontractor Personnel	2
Cost Controls and Tracking	2
Availability	2
Technical Plan	10
Quality Control Plan	10
Past Performance References	10

The weight factor for each component, multiplied by the multiplier score, will produce the responder's total score for the component for each evaluator. The scores will be added together to determine a responder's total Administrative/Technical Score. The highest achievable score is 200 points. The minimum acceptable score is 140. The Department will not consider RFQs with a score below 140 for contractual services.

The evaluation committee chairperson will add all evaluators' multiplier scores for each component and then divide by the number of evaluators to determine an average multiplier score (rounded to the nearest one-tenth) for each component for each responder.

See Attachment D.

SECTION 9 - LICENSES/PERMITS

The selected contractor must obtain all licenses and permits required for operations and maintain these licenses and permits for the duration of the contract. The Department will not pay for the cost of licenses or permits the selected contractor requires for operations.

The contractor must perform all surveying and mapping services related to this contract under the direction of a professional surveyor and mapper (PSM), duly licensed in the State of Florida, and must perform all photogrammetric services related to this contract under the direction of a PSM licensed in the State of Florida as required by Chapter 472, Florida Statutes.

SECTION 10 - TASK ASSIGNMENTS/STANDARD CONTRACT

The Department will assign work as “task assignments” and will distribute assignments among the pool of selected vendors based on factors including, but not limited to, location, availability, and work previously assigned under the contract. Each year, the Department will select counties for mapping. Work will be broken down into projects, and the Department will select a contractor(s) for each project. Projects may include more than one county. Project cost will be established through an independent negotiation between the Department and each contractor. If the Department and a contractor cannot reach an agreement on cost, the Department will select another contractor, and so on until an agreement is reached. Attachment C provides an example of a task assignment.

Exhibit 1 is a copy of the proposed standard contract. The responder should closely review the requirements in the proposed contract because the Department shall not consider modifications the responder proposes. The standard contract will be combined with the terms and conditions in the RFQ to produce contracts the Department will offer to successful vendors who qualify under this RFQ. The Department will not guarantee that work will be assigned under the contract. The Department reserves the right to assign work through means other than task assignments if the assignment will be most advantageous to the Department and the state.

EXHIBIT 1 - SAMPLE CONTRACT

FOR THE PURPOSES OF THIS RFQ: The document below is the FDOR standard template contract form. This template combined with the scope of work (Attachment A of the RFQ), and responses to the RFQ shall be used to construct the Digital Orthophotography contracts for each successful qualifying vendor.

STATE OF FLORIDA DEPARTMENT OF REVENUE STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and "tbd" hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A – Scope of Work in accordance with the terms and conditions specified in this contract. Task Assignments may be issued to the contractor annually. This contract was established by the following procurement method: CCNA.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes, or at such lower rates as may be provided in this contract.
3. That invoices shall be submitted to the following address:

FL Department of Revenue
Property Tax Oversight Program
Attn: Amanda Lambert, Contract Manager
2450 Shumard Oak Blvd.
CCOC 2-3218
Tallahassee, FL 32399-0126

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation

which may be based on the terms of this contract.

3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or email: Sarah.Wachman.Chisenhall@FloridaRevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.**
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, Florida Statutes, or other applicable Florida law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by section 768.28(2), Florida Statutes, the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor

and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
 - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than forty-five (45) days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a notification is required forty-five (45) days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

☐ FTI will not be disclosed.

☐ FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 6, provides detailed requirements on the content of the forty-five (45) day notification to the IRS. The contract manager should refer to:
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.

- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
 - g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
 - h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
 - i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
 - k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
 - l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the Contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the State of Florida, the Contractor would also be subject to comply with the laws of states where those individuals reside.

I. Assignments and Subcontracts

- 1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
- 2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
- 3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes, unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- 4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with section 413.036(3), Florida Statutes, which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.
4. MyFlorida MarketPlace Fee

NOTE: Procurements under section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" are exempt from the transaction fee per rule 60A-1.032(1) FAC.

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, Florida Statutes, if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without the Department's prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than thirty (30) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, Florida Statutes. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

U. Emergency Preparedness

That upon request from the Department, the contractor shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Record Checks (CHRC)

That the Department requires national criminal history record checks on all contractor's employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements*. This document is required for all contractor's who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@dor.state.fl.us, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractor's employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. ACCESS TO DEPARTMENT FACILITIES, INFORMATION AND SYSTEMS

1. Granting Access

- a. That upon execution of the contract, the contractor will provide the Contract Manager a list of all contractors' employees or subcontractor staff that will require access to Revenue facilities, confidential or sensitive information, or information systems. The list should include the following information:
 - Name, telephone number, email address, work location, access desired, justification, and the effective date of the desired access for each person listed.
- b. That any time during the life of the contract, the contractor may submit a request for additional contractors' employees or subcontractor staff to be granted access to Revenue facilities, confidential or sensitive information, or information systems. The list should include the same information listed in above.
- c. That resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings,
 - Restricted Rooms within Office Buildings,
 - Restricted Data,
 - Department Intranet,
 - Department Network, and
 - Data Management Systems such as FLORIDA, CAMS and SUNTAX.
- d. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to have the appropriate accesses granted.
- e. That Contractors' employees and subcontractor staff may be required to sign Department or other agency security forms to gain access. Additionally, they may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- f. That access will not be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.
- g. That contractors' employees and subcontractor staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate access and may initiate other contractual remedies if sharing occurs.

2. Changing and Terminating Access

- a. That the contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
 - Separation,
 - Termination,
 - Reassignment to another project, and
 - Change in the type of access required.
- b. That notification shall include name, telephone number, email address, work location, justification, and the effective date of the change.
- c. That changes to the type and frequency of the access may require contractor's employees and subcontractor staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. That contractors are responsible for returning to the Contract Manager all security identification cards, access devices or other Revenue property on or before the separation, termination or reassignment of contractors' employees or subcontractor staff.
- e. That contractors are responsible for submitting to the Contract Manager a written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

X. REPORTING FRAUD

That any detected or suspected fraudulent activity committed against Revenue, using Revenue resources, or affecting Revenue services must be reported to Revenue immediately in one of the following ways:

- a. Using SUNTAX.
 - o Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.
- b. Using Ethics Link.
 - o Individuals with access to Revenue's intranet will select a fraud incident type within Ethics Link to submit a report.
- c. Directly to the Office of Inspector General by calling (850) 617-8152 or sending an email to [Inspector General](#).

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

Revenue will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Y. FINANCIAL CONSEQUENCES

That the following financial consequences will apply for failure to comply with the terms and conditions of this contract:

Unless otherwise stipulated in each Task Assignment, the contractor hereby covenants and agrees to incur financial consequences as follows:

- a. It is acknowledged that time is of the essence in this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as financial consequences: In the event the deliverables identified in each Task Assignment are not completed and submitted within the due dates specified in the Task Assignment, the compensation stated for that Task Assignment or of the Contract may be reduced by **1% per day** for each day that deliverables are late. Further, if the contractor fails to adhere to the scheduled flight season as indicated in 4.8 of the Scope of Work and that failure causes the contractor not to provide deliverables as stated in the Task Assignment, the contractor will pay the Department the cost incurred to obtain the deliverables during the next year's flight season.
- b. The date of submission shall be the date of receipt by the Department.
- c. If the Deliverables fail to comply with the requirements of this Contract, or if questions arise from review and the contractor is so notified and requested to respond, the contractor shall furnish the required modifications within ten (10) days of notification at no additional cost to the Department.
- d. If the modifications are not submitted to the Department within the 10-day period, the compensation stated for that Task Assignment may be reduced as stated in (I.Y.a.) above.
- e. The failure to respond, within ten (10) days following notification, to a request to correct the Deliverables may result in termination of the Contract by the department.

Z. PROHIBITION AGAINST CONTINGENT FEES

That pursuant to section 287.055 (6)(a), Florida Statutes, the architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

That pursuant to section 287.055 (6)(b), Florida Statutes, any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who

offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

That pursuant to section 287.055 (6)(c), Florida Statutes, any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed the amount negotiated on task orders for digital ortho services, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, Florida Statutes, the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

D. Prohibition Against Contingent Fees

That pursuant to section 287.055(6)(d) Florida Statutes, any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this contract shall begin on TBD (July 1, 2018 is anticipated), or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2023. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed five (5) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be one (1) five (5) year optional renewal period.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this contract may be terminated by the Department without cause upon no less than ten (10) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if Contractor is determined placed on the list of Scrutinized Companies as described in section 287.135, Florida Statutes.

E. Renegotiations or Modifications

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

TBD

2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:

TBD

3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

TBD

4. The name, address, and telephone number of the contract manager for the Department for this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☑)):

Applicable attachments: ☑ indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
☑	Attachment A	Scope of Work/Additional Provisions
☑	Attachment B	Order of Precedence (and Contract Content)
☑	Attachment C	Task Assignment

I. Other Florida Governmental Entities

That other Florida governmental entities including counties and municipalities may enter into purchase agreements or contracts with the Contractor to perform the services as stated in Attachment A, Scope of Work. The Department is not a party to any agreement between the Contractor and other Florida governmental entity.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this _____ page contract to be executed by their undersigned officials

as duly authorized.

CONTRACTOR:

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

Contractor MFMP Vendor #
(Federal EID # or SSN
and MFMP Extension): _____

FLORIDA DEPARTMENT OF REVENUE

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

Approved as to form and legal content

Attachment A - SCOPE OF WORK

FLORIDA DEPARTMENT OF REVENUE Property Tax Oversight

1 INTRODUCTION

The purpose of this project is to fulfill the Department of Revenue's (Department) responsibilities of providing aid and assistance to the County Property Appraisers as specified in section 195.002(1), Florida Statutes, and to at least once every three (3) years furnish such aerial photographs and non-property ownership maps to the property appraisers as necessary to ensure that all real property within the state is listed on the roll. The Department, for its own use and for the County Property Appraiser's use, is proposing to contract for the acquisition and delivery of digital orthophotography products. The Department intends to acquire orthorectified digital image data to support the development and analysis of the tax rolls for all sixty-seven (67) counties in Florida.

Since 1972, Florida Statutes have stipulated cooperation between USGS, FDOT, and the state Water Management Districts to facilitate statewide topographic mapping efforts. Currently the horizontal part of the statewide topographic map is being accomplished through the Florida County Digital Orthophotography Program (FCDOP). The FCDOP is supported by partnerships and agreements between several state, federal, and local agencies. The current FCDOP mapping efforts consist of statewide orthophotography coverage of Florida on a three (3) year cycle, with a maximum ground sample distance (GSD) resolution of 0.5 feet.

2 PURPOSE

This document defines the minimum standards for providing digital orthophotography products for inclusion into the FCDOP. All final data will be considered public record as defined by applicable Florida Statutes.

Any products created from oblique aerial imagery acquired during the Orthophotography project imagery collection are beyond the scope of this document.

All work performed must be in accordance with the *Standards of Practice Chapter 5J-17, F.A.C.*, pursuant to *Chapter 472, Florida Statutes*.

3 ABBREVIATIONS / DEFINITIONS

- **ASPRS** - American Society for Photogrammetry & Remote Sensing
- **CADD** - Computer Aided Design & Drafting
- **CSDGM** - Content Standard for Digital Geospatial Metadata

- **DEM** - Digital Elevation Model
- **ESRI** - Environmental Systems Research Institute
- **FGDC** - Federal Geographic Data Committee
- **FIPS** - Federal Information Processing Standards
- **FCDOP** - Florida Digital Orthophotography Program
- **GeoTIFF** - Raster image file. GeoTIFF fully complies with the TIFF 6.0 specifications, and its extensions do not in any way go against the TIFF recommendations, nor do they limit the scope of raster data supported by TIFF. GeoTIFF uses a small set of reserved TIFF tags to store a broad range of georeferencing information, catering to geographic as well as projected coordinate system needs.
- **GSD** - Ground Sample Distance
- **IMU** - Inertial Measurement Unit
- **LiDAR** - Light Detection and Ranging
- **LAS** - A binary file standard supported by ASPRS for storing point location and attribute information primarily used for LiDAR data.
- **NSSDA** - National Standard for Spatial Data Accuracy
- **Orthophoto** - *same as Orthophotograph*
- **Orthophotograph** - A photographic copy, prepared from a perspective photograph, in which the displacements of images due to tilt and relief have been removed. (Source: American Congress on Surveying and Mapping and the American Society of Civil Engineers. *Definitions of Surveying and Associated Terms*. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.
- **Orthophotomosaic** - An assembly of orthophotographs forming a uniform-scale mosaic. (Source: American Congress on Surveying and Mapping and the American Society of Civil Engineers. *Definitions of Surveying and Associated Terms*. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.
- **Orthorectification** - A special case of image resampling whereby the effects of image perspective and relief displacement are removed so that the resulting orthoimage has uniformly scaled pixels, resembling a planimetric map. (Source: American Society for Photogrammetry and Remote Sensing *Manual of Photogrammetry Fifth Edition*, 2004, page 963)
- **Photogrammetry** - The science or art of obtaining reliable measurements by photography. (Source: American Congress on Surveying and Mapping and the American Society of Civil Engineers. *Definitions of Surveying and Associated Terms*. Library of Congress Catalogue Card Number 72-76807. Washington 1972, 1978.
- **RMSE** - Root Mean Square Error
- **USft** - United States Survey Feet
- **USGS** - United States Geological Survey
- **XML** - Extensible Markup Language

4 **ORTHOPHOTO SPECIFICATIONS**

4.1 **Digital Camera**

All imagery shall be collected using a digital aerial camera capable of collecting multispectral imagery in natural color (RGB) bands and near infrared band (N). The sensor must also have a documented bore-sight calibration performed within six (6) months of image acquisition.

4.2 Image Spatial Resolution

The Consultant shall deliver images that have been re-sampled to the desired resolution a.k.a. Ground Sample Distance (GSD) of 0.5 feet. The original raw imagery must have a GSD less than or equal to the desired final resolution of the orthoimagery. Orthoimagery that has been resampled to a higher resolution than the original raw imagery GSD will NOT be accepted. The allowable RMSE_x and RMSE_y shall be less than or equal to 1.0 feet (2 pixels) per ***FDOT Survey Handbook (OCTOBER 10, 2016), Section 25.***

<http://www.fdot.gov/geospatial/documentsandpubs/SurveyandMappingHandbook.pdf>

4.3 Horizontal and Vertical Datum

Unless otherwise requested the Orthophotography and other topographic products shall be referenced to the North American Datum of 1983 2011. The map projection referenced shall be to the appropriate Florida State Plane Coordinate System in units of U.S. Survey Feet.

Orthophotography and other topographic products shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), in units of U.S. Survey Feet.

4.4 Horizontal Map Accuracy

The final horizontal map accuracy of Orthophotography products shall be determined using well defined photo identifiable check points. Computed local horizontal accuracy shall meet or exceed 2.5 feet at the 95% confidence interval as specified in the FGDC "*Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy*". A minimum of twenty-five (25) independent checkpoints within the project area will be used for verification. Check points will be distributed throughout the dataset.

4.5 Digital Elevation Model

A Digital Elevation Model adequate to support accuracy specifications identified for this project must be created to accurately orthorectify photographic imagery.

The Consultant is responsible for evaluating the accuracy of the DEMs, and when necessary shall collect additional surface information to accurately orthorectify photographic imagery.

The Consultant will submit information in the final survey report and metadata which documents the source, enhancements made, and density of the DEMs utilized for the Orthophoto mapping project.

Additionally, if LiDAR data is acquired as part of the project, the classified scan data must be provided in LAS file format as per ASPRS LAS Specification 1.4 with associated metadata.

4.6 Ground Control

A network of ground control points of sufficient number as well as horizontal and vertical accuracy, shall be established to support Orthophoto mapping. All control shall meet the requirements of the FCDOP, see **7 Ground Control Survey Requirements**.

The Consultant will coordinate with Agency staff in planning ground control surveys and methodology used for all horizontal and vertical control surveys.

4.7 Airborne GNSS/INS Corrections

Unless otherwise approved, all orthophotography collection shall include differential GNSS measurements to at least four Florida Permanent Reference Network (FPRN) stations.

4.8 Flight Season

The specified flight season will be from October 1st through March 15th. To the greatest extent possible imagery should be obtained prior to January 30th. Imagery collected outside of this flight season will require written approval from contracting agency.

4.9 Image Quality

All images will be obtained under cloud free conditions and will be free of obscuring haze, smoke or other atmospheric conditions. Radiometric and color balancing of the imagery is described in Section 5: *Orthophoto Deliverables*. All images must be collected with a sun angle no less than 30°. Imagery shall be acquired at a density in the “high-rise” urban areas such that all road networks are clearly visible and that buildings show no signs of excessive tilt or lean.

4.10 Historical Images

To maintain consistency between images collected during different years, historical examples of imagery shall be reviewed. If applicable color balancing should be performed that is consistent with previous FCDOP imagery.

5 ORTHOPHOTO DELIVERABLES

All deliverables will be the property of the Contracting Agency and are considered public record. Written permission from the Agency must be obtained to release data to any party prior to final publication. The Consultant will deliver Ortho-rectified four band imagery consisting 8-bits per band natural color (RGB) and near infrared (N). The Stereoscopic panchromatic images collected will not be delivered unless specifically requested by the Agency. The Consultant shall

keep a copy of the original data for a period of five (5) years and must contact the Agency before destroying the data. The Consultant will document all data deliveries with an itemized transmittal letter.

5.1 File Formats and Image Types

Clarity and quality of the imagery is of the highest importance. Imagery will be delivered as uncompressed four band GeoTIFF images with valid projection header information. One GeoTIFF file per 5000 x 5000-foot tile is required.

- a) *Natural Color Imagery* – The natural color, RGB, bands will be color balanced across the entire study area to the greatest extent possible to allow viewing of the image tiles as a visually seamless mosaic. Care should be taken during radiometric processing to avoid loss of detail in shadows and overexposure on bright surfaces such as bare ground and light-colored building roofs.
- b) *Color Infrared Imagery* – The near infrared band will be radiometrically processed in a manner that preserves original image characteristics to the greatest extent practical. Systematic radiometric corrections to reduce sun angle and sensor variations are desired. Corrections for seasonal variations in ground cover are not to be done, however, care should be taken to ensure appropriate coloration of different vegetation types (e.g. deciduous, evergreen, etc.) is evident.

All orthoimages will be delivered according to the project tiling index (ESRI shapefile) provided to the consultant before commencement of work. The Florida Imagery Index may be found at the Department's website <http://floridarevenue.com/dor/property/gis/>.

Tiles will be contiguous and non-overlapping and will be suitable for creating a seamless image mosaic that includes no data void cells or gaps. Tile naming convention is as follows:

YYYY_NNNNNN_RGBN.TIF (*4Band Imagery, Required*)

YYYY_NNNNNN_RGB.TIF (*Natural Color Imagery if requested*)

YYYY_NNNNNN_CIR.TIF (*Color Infrared Imagery if requested*)

Where:

YYYY = Ending year of the flying season that typically ends in March.

NNNNNN = Appropriate tile (cell) index number values from project tiling index provided.

The following examples represent the three color variations of the same Orthophoto image tile that was acquired during the 2013– 2014 flying season.

2014_200001.tif (4Band Image Tile **Required**)
2014_200001_RGB.tif (Natural Color Image Tile **if requested**)
2014_200001_CIR.tif (Color Infrared Image Tile **if requested**)

5.2 Geospatial Metadata

A metadata file must be delivered for each GeoTIFF image file, the DEM used for Orthophoto production, and any other relevant mapping files, in XML format.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM), <https://www.fgdc.gov/metadata/csdgm/>, the online link to the USGS metadata parser for CSDM validation is <https://mrddata.usgs.gov/validation/>.

5.3 Image Seamline Feature Class

The Consultant will include a file "ProjectName_Seamlines" in ESRI Shape file format, containing a feature class of non-overlapping polygons with no data voids for the project area. Each polygon will delineate image capture dates and times used to seam together photographs for the production of orthophotography

The feature class should conform to project boundary, and have the following attributes:

	FID	Shape	NAME	DOF	EXPOSURE	TIMESTAMP	HEIGHT
	0	Polygon	035_0067	12-Feb-2016	6409_035_0067	19:14:59	4525
	1	Polygon	033_0067	12-Feb-2016	6409_033_0067	19:40:01	4516
	2	Polygon	016_0041	17-Feb-2016	6409_016_0041	16:09:09	4562
	3	Polygon	017_0067	17-Feb-2016	6409_017_0067	15:53:49	4576
	4	Polygon	019_0067	17-Feb-2016	6409_019_0067	15:27:24	4566
	5	Polygon	023_0067	13-Feb-2016	6409_023_0067	17:14:11	4567
	6	Polygon	018_0042	17-Feb-2016	6409_018_0042	15:42:43	4590
	7	Polygon	015_0067	17-Feb-2016	6409_015_0067	16:20:22	4578
	8	Polygon	032_0041	12-Feb-2016	6409_032_0041	19:55:05	4505
	9	Polygon	029_0067	13-Feb-2016	6409_029_0067	15:53:47	4537
	10	Polygon	022_0041	13-Feb-2016	6409_022_0041	17:29:45	4506
	11	Polygon	021_0067	13-Feb-2016	6409_021_0067	17:40:42	4507

DOF = Date of Flight

EXPOSURE = Exposure filename

TIMESTAMP = GNSS time in
HH:MM:SS

HEIGHT = Approximate height of
aircraft at time of exposure

5.4 Survey Report

The Consultant Professional Surveyor and Mapper (PSM) will prepare a Digital Survey Report that documents all processes and is compliant with relevant *Standards of Practice Chapter 5J-17, F.A.C.*, and shall at a minimum include the following items:

- Project title and reference number.
- Name and address of corporation (certificate of authorization number).
- Surveyor in responsible charge (contact information).
- Abbreviations, definitions; data sources; etc.
- Final deliverable listing of files stating filename with extension and delivery date in the appendix of the survey report.

- Survey Date(s) are the first and last date of field measurements.
- Introduction, purpose, objectives.
- Scope of work.
- Reference to ground Control Survey by title, survey date, corporation, and certifying Surveyor and Mapper.
- Describe all equipment, software, etc.
- Imaging sensor description, specifications, and any available calibration documentation.
- Airborne sensor trajectory/exterior orientation report.
- Aerial triangulation control coordinates and aerial triangulation blocks along with statistical summaries.
- Digital Orthophoto image acquisition dates and logs.
- Digital elevation model acquisition (identify source and accuracy).
- If Light Detection and Ranging (LiDAR) data is collected then the following items shall be included:
 1. LiDAR data acquisition dates and logs,
 2. LiDAR sensor description and calibration report, and
 3. LiDAR specifications and procedures.
- Digital orthophotography image accuracy NSSDA analysis according to the FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998).
- List the field and office personnel.
- Digital Survey Report will include a map overlay which will display the following items:
 1. All horizontal and vertical ground control with identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis,
 2. Aerial triangulation blocks,
 3. Digital orthophotography cut lines and dates associated with the strips,
 4. Digital orthophotography tile limits and layout,
 5. LiDAR quality control locations and accuracy (if applicable), and
 6. Base map features (USGS quad, county boundaries, major roads, major hydrography / water bodies, township/range lines, basin boundaries, cities).

The Consultant will deliver a certified digital report with the following final digital media deliverables.

Final Digital Media Submittal:

- Digital copy of the Orthophotography Survey report.
- Digital copy of the Control Survey report (if separate).
- Four Band (RGBN) Orthophotography image tiles.
- Three Band (RGB and/or (CIR) - IF REQUESTED IN SCOPE.
- Metadata XML file for each image tile.

- Final surface model used to rectify photography.
- Classified LiDAR data files (*.LAS) if collected.
- Digital files (ESRI Shape file format) used for Survey Report map overlays:
 1. All horizontal and vertical ground control with identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis,
 2. Aerial triangulation blocks,
 3. Digital orthophotography cut lines and dates associated with the photographs,
 4. Digital orthophotography tile limits and layout,
 5. Digital orthophotography Control Point Locations, and
 6. LiDAR QC accuracy locations (if applicable)
 Base map features.

Final submittals will be delivered on a single portable external USB computer drive and accompanied by an itemized transmittal letter. All deliverables will become the property of the Agency. The drive shall be labeled on the outside with the following information:

- Project Title,
- Purchase Order Number,
- Work Order Name,
- Work Order Number,
- Consultant Name, and
- Project Manager's Name.

6 ORTHOPHOTO PROJECT SCHEDULE

All final deliverables must be received within one hundred twenty (120) calendar days from the successful collection of aerial imagery or no later than June 1. The Consultant will submit a proposed project schedule. The Consultant will notify the Agency when aerial images have been collected.

7 GROUND CONTROL SURVEY REQUIREMENTS

Ground Control Requirements for Florida County Digital Orthophotography Program

Purpose:

The purpose of this document is to specify the requirements for a geodetic control survey to support 0.5-foot ground sample distance resolution county aerial orthophotography mapping. The positional accuracy required for this imagery resolution is 2.5 feet at the 95% confidence level.

1. All surveying and mapping work performed shall meet the ***Standards of Practice Chapter 5J-17, F.A.C., pursuant to Chapter 472, Florida Statutes.***
 - Global Positioning System (GPS) techniques shall be used to establish horizontal and vertical positions on targeted and/or well-defined photo identifiable points that will be used as control for aerial photogrammetric mapping. New photo control point positions shall be identified in the field by a survey mark.
 - When aerial panels are used, the vertical offset from top of mark to the panel surface shall be measured and recorded.
 - In rare circumstances where the photo identifiable control point cannot be occupied directly, either horizontally and/or vertically, offset distances of less than 0.5 feet from the occupied survey mark may be used. Field survey measurements of sufficient precision must be collected and recorded to allow accurate coordinate computation of the photo identifiable point from the offset mark.
2. Ground control shall be referenced to the 2011 realization of the North American Datum of 1983 a.k.a. NAD83 (2011) based on redundant ties to the Florida Permanent Reference Network (FPRN)
<http://www.myfloridagps.com/spiderweb/frmIndex.aspx>.
3. The photogrammetric ground control network shall meet the horizontal and vertical accuracies necessary to support the required map accuracy of the orthophotography per ***FDOT Survey Handbook (OCTOBER 10, 2016), Section 14.***
<http://www.fdot.gov/geospatial/documentsandpubs/SurveyandMappingHandbook.pdf>
4. Sufficient (minimum four) published NAVD88 benchmarks shall be included in the control network to insure accurate elevations can be computed from GNSS

measurements through local network adjustment using the latest FPRN geoid model (<http://www.fdot.gov/geospatial/FPRN.shtm>).

5. Where conditions dictate differential leveling may be used to establish elevations on photo control points from the nearest ground control network station or published NSRS vertical station within a five (5) mile radius from the photo control point. The differential leveling procedures used shall meet or exceed ***Standards of Practice*** for vertical control accuracy.
6. With prior approval of orthophoto project surveyor, ground control points may be moved from their original proposed locations to insure safety, and if the proposed point is ambiguous or no longer exists. Such control points shall be documented as moved.
7. A field sketch with survey date, GPS satellite visibility and weather conditions at the time of GPS data collection shall be prepared for each control point site.
8. Digital photo(s) shall be taken showing the exact location of the control point, preferably while the point is occupied by the GPS unit setup. Digital photo filenames shall include the control point name.
9. Submittal Items:
 - A. The Professional Surveyor and Mapper (PSM) will prepare a certified digital **Report of Control Survey** that shall at a minimum include the following items:
 - Project title and reference number,
 - Name and address of corporation (certificate of authorization number),
 - Surveyor in responsible charge (contact information),
 - Abbreviations; data sources; etc.,
 - Introduction, purpose and objective,
 - Description and scope of work,
 - Describe equipment, software, etc.,
 - Describe the accuracy standards and specifications, procedures and methodology for establishing ground control,
 - Describe and list the geodetic control (existing and newly-established), displaying the horizontal and vertical coordinates, Datum used, Geoid model and error estimates (95% confidence level),
 - List the field and office personnel,
 - Survey Date(s) are the first and last date of field measurements,
 - Describe monumentation recovered and set, and
 - Map overlay which will display the following items:
 - GPS baseline network, indicate repeated measurements,
 - Existing horizontal and vertical geodetic control,
 - Newly-established photogrammetric control, and

- Base map features (county boundaries, major roads, major hydrography / water bodies, township/range lines, cities).
- B. Digital Media Submittal on CDs/DVDs shall contain:
- Digital copy of the Control Survey report,
 - Existing geodetic control recovery/to-reach descriptions, sketches, field notes, photographs, etc.,
 - Newly-established photogrammetric control location descriptions, sketches, field notes, photographs, etc.,
 - Copies of Global Navigation Satellite System (GNSS) data logs and a listing of GNSS occupations,
 - All GNSS data observed and produced during the survey (digital format), including the raw observation data, processed baselines, loop closures and least squares adjustments (free and fixed),
 - A Microsoft EXCEL spreadsheet file list of final control with datum header information along with point name, geographic (Latitude, Longitude), grid (State Plane Zone Northing and Easting), and elevation values for control points. Grid coordinates and elevations shall be in units of US survey feet. Any horizontal and vertical mark offsets measured shall be identified and applied to the aerial panel or photo identifiable feature position and/or surface. Offset measurements shall be included to verify computations. See example in *CONTROL TABLE EXAMPLE*, and
 - Sketches and digital pictures of photo control point sites identifying measured point location and type of mark including target size and material if applicable.

GROUND CONTROL TABLE EXAMPLE

FINAL ADJUSTED HORIZONTAL AND ORTHOMETRIC HEIGHT VALUES FOR MARION COUNTY (PD6027) POST FLIGHT PHOTO POINT

UNITS ARE US Survey Feet (USft)

HORIZONTAL DATUM IS NAD 83 (2011)

STATE PLANE ZONE IS FLORIDA WEST ZONE 0902

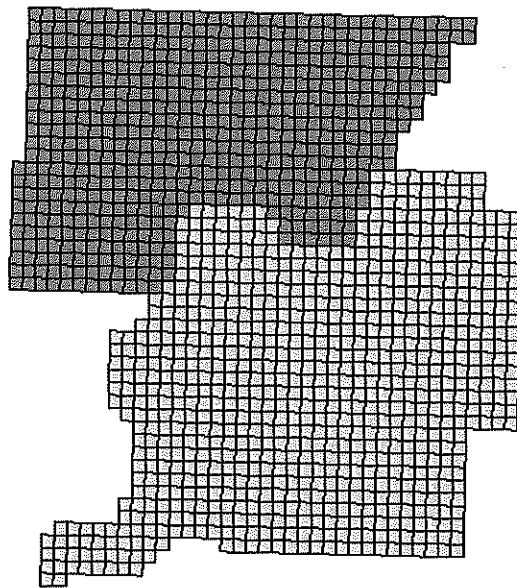
ORTHOMETRIC HEIGHT DATUM IS NAVD 88

ALL CONTROL STATION VALUES ARE DERIVED BY STATIC GPS OBSERVATIONS FROM PUBLISHED NGS CONTROL

	GPS Control Station - Geographic			GPS Control Station - USft			Offset from GPS Station to Photo ID Point - USft			FINAL Photo ID Control - USft		
PHOTO_ID	LATITUDE	LONGITUDE	ELLIP_HGT (meters)	NORTHING	EASTING	ORTHO_HGT	Offset North	Offset East	Offset Vertical	NORTHING	EASTING	ORTHO_HGT
D510S010	29 29 44.73172	-82 24 24.26473	1.757	1876786.20	526773.97	97.18	0	0.5	0	1876786.20	526774.47	97.18
D510S011	29 28 42.07552	-82 3 20.32535	-4.497	1870232.35	638460.51	77.18	-0.5	-0.5	0	1870231.85	638460.01	77.18
D510S012	29 30 29.98811	-81 51 49.10517	10.530	1881156.88	699540.72	127.11	0	0	0	1881156.88	699540.72	127.11
D510S013	29 19 32.46883	-81 58 11.18511	-5.832	1814716.87	665798.44	72.96	0	0	0.5	1814716.87	665798.44	73.46
D510S014	29 21 52.50874	-81 44 25.40237	-16.367	1828952.74	738861.52	39.27	0	0	0	1828952.74	738861.52	39.27
D510S015	29 17 40.65095	-81 39 9.97229	-27.655	1803585.22	766847.02	2.34	0.5	0.3	0.5	1803585.72	766847.32	2.84

SAMPLE ORTHOPHOTO PROJECT AREA

Holmes and Washington county



Legend



ATTACHMENT B - ORDER OF PRECEDENCE (AND CONTRACT CONTENT)

The documents identified in this attachment are incorporated by reference into this contract. If a responder needs clarification of a contract requirement or if a responder or the Department identifies conflicting language in these contract documents, the order of precedence will be as follows (#1 having highest precedence):

Precedence #	Document Description
1	Florida Department of Revenue Standard Contract # (to be assigned after award) with attachments and subsequent amendments
2	RFQ #17/18-18 -- Statewide Digital Orthophotography (includes answers to questions and any addenda)
3	Vendor's response to RFQ #17/18-18 -- Statewide Digital Orthophotography

ATTACHMENT C – Task Assignment

CONTRACT NUMBER:

TASK ORDER #:

PROGRAM:

TASK ORDER TERM/DUE DATE:

PROJECT TITLE:

Contractor Name:

FEID:

Email:

Contractor Contact Name:

Phone:

Email:

Task Description/Statement of Work (Attach additional pages if needed:

Deliverables:

Fixed Price: Not to Exceed \$

Funding Source:

Invoicing and Financial Consequences: (Reference contract and task order number on all invoices); **Or reference page & paragraph section of the contract that applies to invoicing and financial consequences:**

FLORIDA DEPARTMENT OF REVENUE
For the Department

DOR Contract Manager:

Phone:

Email:

Signature: _____ Date:

DOR Project Manager:

Phone:

Email:

Signature: _____ Date:

DOR Procurement Manager:

Phone:

Email:

Signature: _____ Date:

CONTRACTOR: _____ Date:

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

V1 11-2017

ATTACHMENT D – EVALUATION CRITERIA

ATTACHMENT D – EVALUATION CRITERIA

EVALUATION CRITERIA

Meets Solicitation Requirements	*Weight	Multiplier Score (0-5)	Total Response Score
A. Transmittal Letter (0 points)			
B. Technical Response			
1. Project Management/Management Plan			
a. Historical Background (10 points)	2		
b. Project Organization/Management Methods (10 points)	2		
c. Personnel/Subcontractor Personnel (10 points)	2		
d. Cost Controls and Tracking (10 points)	2		
2. Availability (10 points)	2		
3. Technical Plan (50 points)	10		
4. Quality Control Plan (50 points)	10		
5. Past Performance References (50 points)	10		
a. Attachment E			
b. Five Client Reference Forms			
6. Diversity/Minority Business Utilization Plans (0 points)			

* Document reason for rejection

Multiplier Score

For each evaluation component in Section 8, each evaluator, working independently, will generate a numerical score of a whole number from 0 to 5 that represents the evaluator's assessment of the relative merits and the quality of evidence of the responses based on the following guidance:

- 0 Response is so severely flawed that it renders an essential element of the component unworkable or fails to address the requirement(s).
- 1 Response demonstrates and/or describes a significant or complete lack of understanding, incomprehensible approach, and/or a significant or complete lack of skill and experience.
- 2 Response demonstrates and/or describes a minimal capability, an inadequate approach to the

ATTACHMENT D – EVALUATION CRITERIA

subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirement(s), a lack of demonstrated experience and skills, and/or is somewhat unclear. The evaluator could determine serious flaws and concerns.

- 3 Response demonstrates and/or describes a fundamental, adequate capability; basic approach to the subject area; apparently feasible but somewhat unclear solutions; a fair understanding of the requirement(s); and/or a lack of staff experience and skills in some areas. The evaluator could determine notable limitations or concerns.
- 4 Response demonstrates and/or describes clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The evaluator could determine only minor limitations or concerns.
- 5 Response demonstrates and/or describes extensive competence; proven capabilities; an outstanding approach to the subject area; innovative, practical, and effective solutions; a clear and comprehensive understanding of the requirements; and/or planning for the unforeseen. The evaluator could not determine any significant limitations or concerns.

Evaluation Components Weight Factors

Evaluation Component Description	Weight Factor Reference
Historical Background	2
Project Organization/Management Methods	2
Personnel/Subcontractor Personnel	2
Cost Controls and Tracking	2
Availability	2
Technical Plan	10
Quality Control Plan	10
Past Performance References	10

The weight factor for each component, multiplied by the multiplier score, will produce the responder's total score for the component. The component scores will be added together to determine a responder's total Administrative/Technical Score.

The evaluation committee chairperson will add all evaluators' total scores for each respondent and divide by the number of evaluators to determine an average total score (rounded to the nearest one-tenth) for each vendor.

The highest achievable score is 200 points. The minimum acceptable score is 140. The Department will not consider RFQs with a score below 140 for contractual services.

ATTACHMENT E - CLIENT REFERENCES

The Client Reference Form is on the second page of this attachment. The responder must complete a separate copy of the form for each of five (5) separate and verifiable projects, each of which the responder must have completed for a different client. The projects must be for services similar in size and complexity to that described in this solicitation. Confidential clients must not be included.

List of Responder Names

In the spaces below, the responder must list all names under which it has operated during the past five (5) years.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

ATTACHMENT E – CLIENT REFERENCES

CLIENT REFERENCE FORM

Client # _____

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that the contractor has completed the project.

Location of project: _____

Name under which responder performed the work if different from current name: _____

Brief description of the services performed for this project:

ATTACHMENT F - EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

Sample only – **Do not** complete and return with your response.

Responder's Name: _____

Client's Name: _____

Contact Person: _____

Evaluator: _____ Date: _____

The Department will choose, at its own discretion, three client references and ask the following questions:
:

1. **Briefly describe the work the contractor performed for your company.**
2. **Did the contractor respond in a timely manner and/or adhere to the agreed upon schedule?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
3. **Did the contractor provide an adequate number of personnel?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
4. **Were the contractor's personnel knowledgeable, coordinated, and efficient?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
5. **Was the contractor responsive to suggestions, comments, or modifications regarding work plans, reports, or projects?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
6. **Were the contractor's reports and invoices accurate, well-documented, and submitted within the agreed upon terms?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
7. **Were the contractor's reports well-written and complete?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
8. **Did the contractor complete the work within an agreed upon price or cost that you consider reasonable?**
Never = 0; Sometimes = 1; Most of the time = 2; Always = 3 _____
9. **Would you use this contractor again?**
Never = 0; Possibly = 1; Yes = 3 _____
10. **How would you rate the contractor's quality of work?**
Unsatisfactory = 0; Satisfactory = 2; Good = 4; Excellent = 6 _____
- Total Score** _____



Attachment "B"
Proposal

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
OKALOOSA COUNTY, FL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Appendix 2: Photogrammetric Product Specifications

Map(s)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
1250 Eglin Pkwy N, Suite 303
Shalimar, FL 32579
Attn: Eddie Quinlan, GIS Manager
Phone: (850) 651-7570 Fax: (850) 651-7142

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
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.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
OKALOOSA COUNTY, FL	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE: 
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
DATE:	EXECUTION DATE: 11/30/2021
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #

C23244317

BILL TO

Okaloosa County, FL
Eddie Quinlan, GIS Manager
1250 Eglin Pkwy N, Suite 303
Shalimar, FL 32579
(850) 651-7570
equinlan@myokaloosa.com

SHIP TO

Okaloosa County, FL
Eddie Quinlan, GIS Manager
1250 Eglin Pkwy N, Suite 303
Shalimar, FL 32579
(850) 651-7570
equinlan@myokaloosa.com

CUSTOMER ID

A116552

SALES REP

CDeca

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
231	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 600.00	\$ 480.00 (20% - Long Term Incentive Discount)	\$ 110,880.00
468	Reveal Advanced Neighborhood	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 240.00	\$ 216.00 (10% - Long Term Incentive Discount)	\$ 101,088.00
1	Survey-Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey	Survey of Ground Control Points (GCPs) performed by appropriately licensed surveyor in support of an independent accuracy assessment for Aerial Imagery. Required for both Aerial Imaging and AccuPlus Project Surveyor's Report - Tested To Accuracy Statement. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$ 14,850.00		\$ 14,850.00
1	Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement	Available with 'Survey - Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey'. Product Includes: Report signed/sealed by appropriately licensed surveyor. Report details production statistics including GPS/INS post processing, AT results, test point residuals	\$ 3,000.00		\$ 3,000.00

		and includes an NSSDA compliant "Tested To" accuracy statement. Applicable Terms and Conditions: Order Form			
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 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 Product Parameters: Admin User Name: Eddie Quinlan Admin User Email: equinlan@myokaloosa.com	\$ 3,300.00	\$ 0.00 (100%)	\$ 0.00
788	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
89	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 600.00	\$ 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. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & 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, fifteen (15) 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 three 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	State License Fee	State license fee. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00

1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	E-911 Interface - Unlimited Seats in all PSAPS	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration. Applicable Terms and Conditions: Order Form	\$ 15,000.00	\$ 0.00 (100%)	\$ 0.00
-1	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		-\$ 2,499.00
SUBTOTAL					\$227,319.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 227,319.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

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:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- 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;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- 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.

Geofences:

For the Pictometry Connect - CA - 100 product(s) in this project, the following geofences apply:

FL Okaloosa (Primary), FL Santa Rosa, FL Walton

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.

Due at Signing	\$18,944.00
Due at Initial Shipment of Imagery	\$56,829.00
Due at First Anniversary of Shipment of Imagery	\$75,773.00
Due at Second Anniversary of Shipment of Imagery	\$75,773.00
Total Payments	\$227,319.00

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Florida in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Pictometry shall use commercially reasonable efforts to complete image capture between October 1, 2021 and January 31, 2022 and deliver imagery within 90 days of the last date of image capture. These are target dates only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.

5. The final cost of the 3inch and 6inch Color Digital Orthophotography ("CDO") will be based on actual square miles of captured and deliverable CDO. It is recognized that the map set forth in this Agreement includes areas within Eglin Air Force Base ("Eglin AFB"). However, these areas may not be allowed by Eglin AFB to be captured, which will result in a lower total square mileage CDO deliverable and cost. In this event, Pictometry agrees to reduce the contract value by 23 square miles at \$480.00 per square mile, or \$11,040. The lower cost and lower square mileage areas will be accounted for in an Amendment to this Agreement prior to any invoices being submitted to Customer other than the invoice for the amount "Due at Signing".

6. The not-to-exceed amount under this Agreement is \$227,319.00.

[END OF NON-STANDARD TERMS AND CONDITIONS]

EagleView Reveal

Advanced Neighborhood deliverables

Product	Advanced Neighborhood
Product Description	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.
Orthomosaic Specifications	Reveal Property Orthomosaic enhanced with the following Reveal add-ons: <ul style="list-style-type: none"> • <u>Certified Ortho</u> • <u>TrueTouch</u> • <u>Four Band Color Infrared</u>
Oblique Imagery	Nominal 6in GSD oblique imagery or better: <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata and reporting: <ul style="list-style-type: none"> • <u>Certified Ortho metadata and reporting</u> • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online) - RGB Only	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make oblique imagery available online and/or ready for physical delivery within 30 days of capture completion • Best efforts to make ortho imagery available online and/or ready for physical delivery within 200 days of final data collection.

EagleView Reveal

Advanced Property deliverables

Product	Advanced Property
Product Description	Provides measurable high resolution ortho and oblique imagery at the Property level as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	Reveal Property Orthomosaic enhanced with the following Reveal add-ons: <ul style="list-style-type: none"> <u>Certified Ortho</u> <u>TrueTouch</u> <u>Four Band Color Infrared</u>
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD : <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata and reporting: <ul style="list-style-type: none"> <u>Certified Ortho metadata and reporting</u> Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online) - RGB Only	Resolution: <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) Access Methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) Projection/Coordinate System: <ul style="list-style-type: none"> Customer Selectable Datum: <ul style="list-style-type: none"> Customer Selectable File Format: <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make oblique imagery available online and/or ready for physical delivery within 30 days of capture completion Best efforts to make ortho imagery available online and/or ready for physical delivery within 200 days of final data collection.

Essentials Add-on - Certified Ortho

Products Related to	Essentials Essentials+ Advanced
Product Description	<i>Certified Ortho</i> upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements
Product Eligibility	<ul style="list-style-type: none"> • Reveal Certified Ortho can only be purchased in conjunction with a related product type • Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery
Orthomosaic Accuracy	<u>Absolute Horizontal Accuracy:</u> <ul style="list-style-type: none"> • Produced to meet ASPRS Horizontal Accuracy Standards of ≤ 3 px RMSE_{x,y} • Optional 2 px RMSE_{x,y} (where available)
ASPRS Accuracy Standards	https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf
Metadata and Reporting	<u>Reporting</u> <ul style="list-style-type: none"> • FGDC Compliant metadata • Project report in accordance with state and local requirements
Optional Reporting*	<ul style="list-style-type: none"> • Signed & Sealed Produced to Accuracy Statement • Signed & Sealed Tested to Accuracy Statement <ul style="list-style-type: none"> ◦ Requires Independent Accuracy Assessment to ASPRS Standards Product

* Available upon request. May require purchase of additional products

Essentials Add-on - TrueTouch

Products Related to	Essentials Essentials+ Advanced
Product Description	TrueTouch is the application of visual improvements to customers' orthomosaic imagery
Product Eligibility	<p>Can only be purchased with appropriate Reveal product</p> <p>TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery</p>
Content Specifications	<p>Seam Artifacts</p> <ul style="list-style-type: none"> • There will be no obvious seam edges between two adjacent orthophotos • Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better. <ul style="list-style-type: none"> ◦ Exceptions may include residential buildings and industrial complexes <p>Building and Bridge Lean</p> <ul style="list-style-type: none"> • Correction of bridges • Correction of major buildings obstructing roadways <ul style="list-style-type: none"> ◦ Exceptions may include residential buildings and industrial complexes

Essentials Add-on – Four Band Color Infrared

Products Related to	Essentials Essentials+ Advanced
Product Name	Reveal Four Band Color Infrared
Product Description	<i>Four Band Color Infrared</i> provides an automatically generated 3-Band color infrared orthomosaic with respective tiles. Imagery may contain seamlines.
Product Eligibility	<ul style="list-style-type: none"> • Reveal Four Band Color Infrared can only be purchased in conjunction with a related product type • Reveal Four Band Color Infrared is only applicable to Reveal orthomosaic imagery
Content Specifications	<p>Mosaics:</p> <ul style="list-style-type: none"> • 3-Band false color infrared orthomosaic • 4-Band orthomosaic (Available upon request) <p>Mosaic Tiles:</p> <ul style="list-style-type: none"> • 4-Band orthomosaic tiles • 3-Band false color infrared orthomosaic tiles (Available upon request)
Orthomosaic Deliverable Format (Online)	Currently Unavailable

APPENDIX 2

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Color Digital Orthophotography

Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust. Pictometry will make best efforts to capture large open water bodies in relatively calm conditions free of whitecaps ("Water Conditions"), so long as the Water Conditions do not impede the Acquisition Timeline below.

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

Project flight lines will be submitted to the customer for approval before flying. Any required adjustments due to ATC will be presented to customer before flight. Flight lines and times will be provided to customer prior to scheduled flight image acquisition.

Acquisition Timeline: At the discretion of Pictometry, image acquisition will occur between October 1, 2021 to January 31, 2022 and the first flight to the last flight will be completed within a continuous 30 day time frame subject to weather and ATC.

Pictometry warrants it will meet these photogrammetric product specifications excluding the estimated Acquisition Timeline.

Ground Control: Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 100 – November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface, including, but not limited to, elevated roadways and bridges. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered;

3-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)
3-inch GSD area-wide ortho mosaic (RGB, ECW format)
3-inch GSD area-wide ortho mosaic (RGB, MrSID format)
3-inch GSD area-wide ortho mosaic (CIR, ECW format)
3-inch GSD area-wide ortho mosaic (CIR, MrSID format)

GeoTiffs provided in Projected Coordinate System:

NAD_1983_1990_State Plane_Florida_North_FIPS_0903_Feet_US Projection: Lambert_Conformal_Conic.

All native 12 bit GeoTiff source imagery; in addition to GeoTiff tiled imagery.

Pictometry shall make best commercial efforts to deliver the Deliverables within ninety (90) calendar days from the successful collection of aerial imagery.

FGDC compliant metadata AT/Survey report

6-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)
6-inch GSD area-wide ortho mosaic (RGB, ECW format)
6-inch GSD area-wide ortho mosaic (RGB, MrSID format)
6-inch GSD area-wide ortho mosaic (CIR, ECW format)
6-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata
AT/Survey report

Orthomosaic Accuracy:

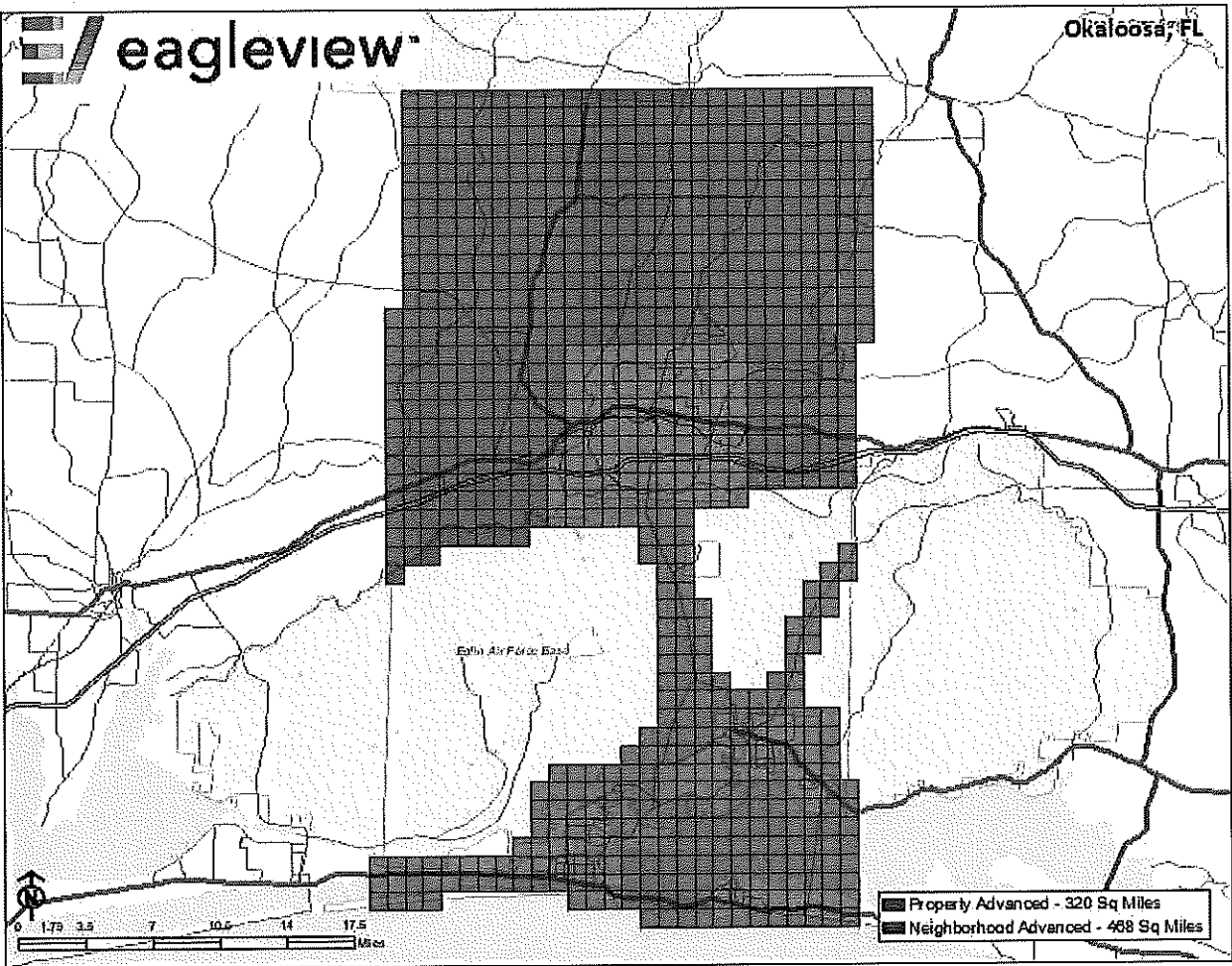
3-inch GSD: RMSE(x or y) 0.75 ft; RMSE(r) 1.06 ft; NSSDA (95%) 1.84 ft

6-inch GSD: RMSE(x or y) 2.00 ft; RMSE(r) 2.82 ft; NSSDA (95%) 4.90 ft

FL DOR ACCURACY SPECIFICATION:

Unless otherwise noted in this contract, Pictometry will meet or exceed the 2018 Florida Department of Revenue specifications.

MAP(S)





Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Pictometry International Corp., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: December 1, 2021

SIGNATURE: *Robert Locke*
Robert Locke (Dec 2, 2021 10:39 EST)

COMPANY: Pictometry International Corp.

NAME: Robert Locke
(Typed or Printed)

ADDRESS: 25 Methodist Hill Dr.
Rochester, NY 14623

TITLE: President - Government Solutions

E-MAIL: Bob.Locke@eagleview.com

PHONE NO.: 585-486-0093