



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

March 5, 2009

**CONTRACT TITLE: DIGITAL ORTHOIMAGERY SERVICES**

**CURRENT CONTRACT PERIOD: JANUARY 1, 2010 THROUGH DECEMBER 31, 2010**

**BUYER INFORMATION:** Name Earl Pettit  
Phone (573) 751-5430  
Email address [earl.pettit@oa.mo.gov](mailto:earl.pettit@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	February 15, 2008 through December 31, 2008	12/31/2010

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C208032001	4306906410 1	<p style="text-align: center;"><b>NOTE NEW CONTACT INFORMATION</b></p> <p><b>SURDEX CORPORATION</b></p> <p><i>Tim Donze</i></p> <p>Office: 636.368-4400 Fax: 636.368-4401 <a href="mailto:TimD@Surdex.com">TimD@Surdex.com</a></p> <p style="text-align: center;"><b>NOTE NEW CONTACT INFORMATION</b></p>	<p>Yes 10% MBE &amp; 5% WBE</p> <p><u>Subcontractor:</u></p> <p>ABNA Engineering</p>	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1-1-09 to 1-1-09	01/01/2010	<b>Contract Renewal. All pricing remains the same as during the previous contract period.</b>
1-1-09 to 1-1-09	12/15/09	Updated contact information.
1-1-09 to 1-1-09	3/4/09	Contract Renewal.
2-15-08 to 12-31-08		Original Contract Award.

### SAM II INFORMATION (refer to PCTX table in SAM II)

CONTRACT NUMBER	LINE ITEM	C/S CODE	DESCRIPTION
<b>SEE PRICING PAGE FOR DETAILS REGARDING EACH LINE ITEM</b>			
C208032001	001	90505	Aerial Photography & Mapping Services
	002	92024	Data Conversion Services
	003	92024	Data Conversion Services
	004	90505	Aerial Photography & Mapping Services
	005	90505	Aerial Photography & Mapping Services
	006	90505	Aerial Photography & Mapping Services
	007	90505	Aerial Photography & Mapping Services
Various prices for line item 008 – see pricing page for details	008	90505	Aerial Photography & Mapping Services
Various prices for line item 008 – see pricing page for details	009	90505	Aerial Photography & Mapping Services
	010	90505	Aerial Photography & Mapping Services
	011	90505	Aerial Photography & Mapping Services
	012	90505	Aerial Photography & Mapping Services
	013	90505	Aerial Photography & Mapping Services
	014	20499	Computer Hardware / Hard Drive for Delivery of Data
Various prices for line item 008 – see pricing page for details	015	90505	Aerial Photography & Mapping Services
<b>SEE PRICING PAGE FOR DETAILS REGARDING EACH LINE ITEM</b>			

## GENERAL CONTRACT INFORMATION

1. **Purpose:** This document describes the statewide contract # C208032001 established for the acquisition of the Digital Orthoimagery Services from Surdex Corporation in accordance with the requirements and provisions stated therein.
  - a. The resulting contract shall be construed as a non-exclusive agreement. If in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain identical and/or similar products/services from other sources at any time in conjunction with or in replacement of the products/services acquired hereunder.
2. **Contract Details:** Specific information related to the services / products included in the contract may be obtained by reviewing contract documents via the Division of Purchasing and Materials Management's Public Records Search Site located at <http://oa.mo.gov/purch/webimaging/Homepage.htm> . After entering the search site, search for Contract # C208032001.
3. **Other Agencies May Order:** The state reserves the right to allow other state agencies/other government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state government entities (e.g. cities, counties, etc.).
4. **Renewal Options:** The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. *All increases shall be calculated against the ORIGINAL contract prices.*

1<sup>st</sup> Renewal Option Maximum % Increase is 5%; and  
2<sup>nd</sup> Renewal Option Maximum % Increase is 10%

5. **Price:** All prices shall be firm, fixed and as indicated in Exhibit A - the Pricing Pages (portions includes on pages 6 and 7 of this document). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
6. **Reporting Requirements:** By the 15th day of each following month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the digital orthoimagery services provided for all of the various state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format utilizing a report format approved by the Division of Purchasing and Materials Management. At a minimum, the report must contain the information listed below:
  - State Agency Name
  - State Agency's Customer Number
  - Delivery Location
  - Order Date
  - Purchase Order Number or other order authorization number/identifier
  - Contract Item Number
  - Item/Service Description
  - Quantity Ordered
  - Quantity Delivered
  - Unit Price Charged
  - Extended Price (Unit Price Charged x Quantity Delivered)
  - a. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those products/services provided for the specific state agency. The contractor must

submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.

7. **Payments:** The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the contract (please refer to the State of Missouri Terms and Conditions Request for Proposal Section 10 entitled INVOICING AND PAYMENT, which is located within the last six pages of the RFP document.).
8. **Invoicing:** The contractor shall submit a monthly itemized invoice for services provided to each separate state agency for which the contractor is providing service. Each state agency shall be responsible for identifying the specific invoice to address at the time the subscription is requested.
  - a. At the time of subscribing to the contractor's service, the state agency shall identify its usage commitment for the month according to the tiered pricing structure described in Exhibit A. The state agency will also identify at the time of subscribing what type of database subscription they want based on the options provided in Exhibit A.
  - b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
  - c. The contractor shall agree and understand that a state agency reserves the right to cancel their subscription services on any or all of the item(s) with 30 days prior written notice to the contractor.
9. **Federal Funds Requirements:** The contractor shall understand and agree that this contract may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency/other government entity is obtained and unless they clearly state the following as provided by the state agency/other government entity:
  - a. the percentage of the total costs of the program or project which will be financed with Federal money;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
10. **Property of State:** All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
11. **Entire Agreement:** A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) any clarifications, and (4) Division of Purchasing and Materials Management (DPMM)'s acceptance of the proposal by "notice of award" or by "purchase order."

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Other:**

1. Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.
2. Travel Expenses: No additional travel expense payments and/or reimbursements shall be made to the contractor for providing the services described herein.

**Pricing Table Begins On Next Page**

## Pricing for Contract Period January 1, 2010 through December 31, 2010

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	Two-foot true-color, leaf-off digital orthoimagery (base product) in UTM and State Plane projections	Per Square Mile	\$12.60
002	Resampling of six-inch resolution data for Clay, Jackson and Cass Counties to the base product in both UTM and State Plane projections	Per square mile	\$ 5.25
003	Resampling of one-foot resolution data for Carroll, Chariton, Lafayette, and Saline counties from NRCS imagery to the base product in both UTM and State Plane projections	Per square mile	\$5.25
004	Two-foot true-color, leaf-off digital orthoimagery, UTM projection only.	Per square mile	\$12.60
006	Six-inch imagery, in State Plane projection only, if order quantity is 1 through 25 square miles	Per square mile	\$2,100.00
007	Six-inch imagery, in State Plane projection only, if order quantity is 26 through 100 square miles	Per square mile	\$656.00

Pricing Table Continued On Next Page

## Pricing for Contract Period January 1, 2010 through December 31, 2010

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
008	A. Six-inch imagery, in State Plane projection only, if order quantity is 101 through 900 square miles B. Six-inch imagery, in State Plane projection only, if order quantity is 901 or more square miles	Per square mile	A \$327.00 B \$262.50
009	A. One-foot imagery, in State Plane projection only, if order quantity is 1 through 40 square miles B. One-foot imagery, in State Plane projection only, if order quantity is 41 through 100 square miles C. One-foot imagery, in State Plane projection only, if order quantity is 101 through 650 square miles D. One-foot imagery, in State Plane projection only, if order quantity is 651 or more square miles	Per square mile	A \$787.00 B \$656.00 C \$103.50 D \$117.50
010	Pulaski County six-inch imagery, State Plane projection only.	Per square mile	\$274.00
011	Three-inch imagery, State Plane projection only.	Per square mile	\$1,558.00
013	Delivery of the improved elevation model used in development of orthoimagery for requested area	Per square mile	\$1.00
014	Hard Drive used for delivery of the data. Note that participating agencies may provide their own hard drives.	Each	\$525.00
015	Refer to Contract paragraph 3.2.7 subparagraph b, in the event a higher resolution product is ordered by a state agency/other government entity, the contractor shall be required to resample the higher resolution product to produce the two-foot DOQQ. RESAMPLING AS FOLLOWS: A. Three-inch imagery resampled to two-foot imagery B. Six-inch imagery resampled to two-foot imagery C. One-foot imagery resampled to two-foot Imagery	Per square mile	A \$5.00 B \$5.00 C \$5.00