

**City of Everett
Call For Bids
Bid No. 2000-340
AERIAL MAPPING (ORTHO PHOTOS)**

Sealed bids will be received by the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 until 2:00 p.m., Tuesday, November 14, 2000, for the purchase of AERIAL MAPPING (ORTHO PHOTOS). Only bids that arrive in the City Clerk's office by the deadline will be considered.

SPECIFICATIONS

Specifications may be obtained by contacting the Purchasing Office at 3200 Cedar Street, Everett or phoning (425) 257-8840.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

PRICING AND DELIVERY

Pricing and delivery shall be F.O.B.:

3200 Cedar Street, Everett WA 98201.

The successful bidder will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

BID OPENING

The original bid and **two** copies of the bid submittals must be submitted to the City Clerk.

All bids must be submitted to the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 no later than 2:00 p.m., Tuesday, November 14, 2000, and must be clearly marked:

BID FOR AERIAL MAPPING (ORTHO PHOTOS), BID NO. 2000-340

At the appointed time, all bids will be opened and read aloud in the presence of the bidders or their representatives at an administrative opening in the 8th Floor Public Hearing Room, 2930 Wetmore, Everett, Washington.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interests of the City.

NANCY WOODS, C.P.M.
Purchasing Manager

LEGAL ADVERTISEMENT

Place ad one time in the Herald

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SPECIFICATIONS

CITY OF EVERETT ORTHOPHOTOS

SITE

The mapping projects is located in the City of Everett and is comprised of a primary central area of approximately 41.5 sections (solid boundary on exhibit A), and two secondary areas of approximately 14.25 sections (dashed boundaries on exhibit A) one lying to the southeast of the primary area and one lying to the northeast of the primary area.

SCOPE

1) Orthophoto base maps:

The City of Everett is requesting the generation of digital color orthophotos from new photography, photos obtained prior to the year 2000 will not be accepted. The photos are to be taken at an approximate scale of 1"=425' of the primary central area, having a pixel resolution of 0.4', and the accompanying generation of digital color orthophotos of the two secondary areas from photography taken at an approximate scale of 1"=1,500', with a pixel resolution of 1.5'. These digital orthophotos are to be used for multiple purposes. The City has located the in street traffic loops with a 6" reflective white diamond, using pavement marking tape. We also intend for the photo's to be used to record general topography and features both in and out of the City right-of-way so the control of shadows and contrast is very important to the successful completion of this project. To insure optimal color and contrast the photos must be taken between May 8th and August 28th. The City reserves the right to reject the photo's if excessive shadows obscure more than 15% of the required details.

The final file format shall be AutoCAD geo-reference TIF or JPG images presented on a ¼ section basis, with 5' contours as described under item 2 below. One overall Mr. Sid compression file of the orthophoto images covering the entire site shall also be provided as an end product. It is realized that for the Mr. Sid compression file, the secondary areas will be comprised of resampled .4' pixel resolution of the original 1.5' resolution TIF orthophotos.

The accuracy of the orthophoto image shall meet class 1 national map accuracy standards for 1"=100' mapping.

The aerial photography shall be acquired utilizing a precision 6" aerial mapping camera with current 3 year USGS calibration certificate.

All photo scanning shall be performed on photogrammetric quality scanning equipment designed and calibrated for strict photogrammetric mapping applications and having a positioning error of 5 *microns* or less. Scans shall be free of blemishes, dust spots and scratches to assure the highest quality in the final digital image.

A full rigid orthophoto restitution shall be performed for all ground features lying on the terrain model surface, as well as raised road and railway overpasses and bridges that are above the ground surface. It is realized however that other raised objects including buildings, towers, poles, trees and similar objects will be displaced in relation to their relative height and placement on the original photography.

2) 5' Digital Contours

In addition to the orthophoto images above, digital DTM shall be collected with 3D breaklines and mass points along with 5' contours of the entire site. The contours generated shall meet national map accuracy standards for 1"=200' mapping. The layering, text and block conventions shall conform to the City of Everett Surveying and CAD Standards.

All digital mapping shall be performed on high precision analytical stereo plotters or softcopy plotters with recent calibration. The allowable "C" factor shall not exceed 1800 for precision analytical plotters nor shall it exceed 1500 for any softcopy approach.

The professional photogrammetric surveying firm selected by the City of Everett for this project will perform and or provide all services, materials, and equipment required to perform the above services. This shall include but not be limited to; project design, ground control surveys and premarking, aerial photography, aerial triangulation, digital mapping, orthophoto generation, file conversions and delivery.

GROUND CONTROL

The Contractor or their subcontractor will provide the necessary ground control for the completion of the mapping services described above. All control monumentation descriptions and geometry will be recorded in City supplied field Books. A copy of all GPS data collected as a part of the project shall be given to the City. Existing monumentation control data shall be supplied by the City of Everett.

CITY SUPPLIED MATERIALS

The City of Everett can provide the contractor with survey and monumentation documentation from our historical survey records. We can provide an Autocad based file showing the x,y, and rim elevations of our in street manholes and an Autocad based file showing the x,y and z coordinates of our monumentation. We can not however guarantee that the data meets the accuracy requirements of this scope of work.

DELIVERIES

On completion of the project, the professional photogrammetric surveying firm shall provide to the City of Everett.

- One complete set of color aerial contact prints of the original photography

- One complete set of ¼ section TIF or JPG geo-referenced orthophoto files including 5' contours and grid ticks.
- One overall Mr. Sid file of the project area.
- A copy of all GPS data and monument descriptions and coordinates
- The return of City supplied filed books.

The data shall be delivered to the City of Everett on CD's or other media suitable to the City of Everett.

OWNERSHIP AND USE

The City of Everett shall have unlimited use of the products delivered under this contract, for the sole expenditure of the lump sum price paid. The City of Everett shall be able to make unlimited copies of the data, modify the data in anyway, and use the data simultaneously by an unlimited number of users and or departments. Further, the City of Everett shall be able to provide the data to others for use on City projects at no additional cost, license or fee.

FEEES

One lump sum fee shall be provided encompassing all services and materials required to perform the above mapping along with your submitted proposal.

QUALIFICATIONS

The City of Everett will accept proposals from qualified firms meeting the RCW requirements established by the State of Washington for providing professional surveying and mapping in the State of Washington.

Sole proprietorships, Corporations and Limited Liability Companies shall conduct all aerial mapping services for this contract under the direct control and supervision of a registered land surveyor.

The successful aerial photography firm shall provide proof of professional liability insurance (E&O insurance) in the amount of \$1,000,000 as well as a general liability policy in the amount \$1,000,000.

SELECTION CRITERIA

The City of Everett is interested in obtaining the products described in this request as soon as possible. Therefore the selection of the successful bidder shall be based on two factors. The first factor shall be the proposed delivery date for the final product. This proposed delivery date shall be supported by the inclusion of a detailed, proposed project schedule with bid documents. The second factor shall be the lump sum price for providing all of the products described above. The proposed schedule, the lump sum price and proof of insurance must be included in the bid package, for the bid to be accepted by the City.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

QUESTIONS

Questions regarding this invitation to bid may be directed to Nancy Woods at (425) 257-8901 or by email to nwoods@ci.everett.wa.us.

PRICING AND DELIVERY

Pricing and delivery shall be F.O.B. 3200 Cedar Street, Everett WA 98201.

The successful bidder will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

TAXES AND FEDERAL EXCISE TAX

It is the City's understanding that Washington State Sales tax does not pertain to the services requested on this call for bids. It is incumbent on all bidders to indicate on the bid submittal sheet if Washington State Sales Tax applies to any portion of this call for bids. No charge by the Bidder shall be made for federal excise taxes. The City of Everett, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Everett agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

BID AWARD

Delivery time is an important factor to the City and may be considered in addition to price when determining lowest responsive and responsible bidder. Delivery time is the elapsed time period from the day a purchase order is issued until the day that all deliveries are complete.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett and which are actively participating may purchase from City of Everett contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if he will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be effected by a purchase order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

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NANCY WOODS, C.P.M.
Purchasing Manager

CITY OF EVERETT

STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF EVERETT AND THE LAWS OF THE CITY OF EVERETT PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Manager or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Purchasing Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
22. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**