

MA 18P 18022600000000000093
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/26/18

Expiration Date: 12/31/21

Master Agreement Description: Lidar Data Quality Assurance - Quality Control (QA-QC)

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Joseph Young	207-624-9539	ext.	joseph.young@maine.gov
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Requestor Information

Thomas Howker	207-624-8878	ext.	Thomas.n.howker@maine.gov
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Agreement Reporting Categories

Reason For Modification: Extension until 12/31/2021.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000021902

Vendor Name

Dewberry Engineers Inc.

Alias/DBA

Vendor Address Information

8401 Arlington Blvd

Fairfax, VA 22031

US

Vendor Contact Information

Phil Thiel
703-849-0271 ext.

Commodity Information

Vendor Line #: 1
Vendor Name: Dewberry Engineers Inc.
Commodity Line #: 1
Commodity Code: 92022
Commodity Description: Lidar Data Quality Assurance - Quality Control (QA-QC)
Commodity Specifications: Per attached BP54 contract.
Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
30		
Contract Amount	Service Start Date	Service End Date
0.00	02/26/18	12/31/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1
Commodity Line #: 1
T&C #: 165
T&C Name: Payment Terms
T&C Details: Net 30

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165
T&C Name:
T&C Details: Net 30
Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr
2/4/2021
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Amar Nayegandhi
2/9/2021
Signature Date

Amar Nayegandhi	Senior Vice President
Print Representative Name and Title	

AdvantageME CT No: MA 18P 160602 *181

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Agreement to Purchase Services

THIS AGREEMENT, made this 11th day of May, 2016, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Dewberry Consultants LLC located at 8401 Arlington Blvd, Fairfax, VA 22031, hereinafter called "Provider", for the period of May 11, 2016 to March 31, 2021.

The AdvantageME Vendor/Customer number of the Provider is VS0000020352.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C - Exceptions to Rider B
Rider D - RFP# 201508142, Lidar Data Acquisition, Amendment-1 and RFP# 201508142, Lidar Data Acquisition
Rider E - Dewberry Cost Response to RFP#201508142
Rider F - Dewberry Response (full) to RFP# 201508142
Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 1 original copies.

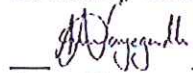
Office of Information Technology

By:


G. McNeal, Chief Technology Officer
and

Dewberry Consultants LLC

By:


Digitally signed by Amar Nayegandhi
DN: cn=Amar Nayegandhi, o=Dewberry
Consultants LLC,
email=anayegandhi@dewberry.com, c=US
Date: 2016.05.11 15:05:18 -0400
Amar Nayegandhi, Vice President

Total Agreement Amount: \$ 0.00 (Master Agreement)

Approved: _____

Chair, State Purchases Review Committee

BP54 (Rev 1/12)

The use of this standard form of agreement is controlled by and subject to revision by the Division of Purchases. The current version of this form is available at the Division website (<http://www.maine.gov/purchases/info/forms.html>), or at 9 State House Station, Augusta, Maine 04333-0009.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The contract herein establishes a Master Agreement contract under which Lidar quality assurance services may be purchased from the Provider. The contract was competitively awarded through RFP 201508142 for Lidar Data Acquisition. The contract is for five years.

Individual Delivery Orders (ordering documents) will be initiated by the State of Maine under this Master Agreement Contract for specific work projects. The Delivery Orders will be for fixed price statement of work with fixed deliverables.

This Master Agreement contract may be used by other agencies within Maine State Government, towns, cities, counties and educational units within Maine, at their choice. Non-State Government contracts will be directly between the Provider and contracting unit.

Lidar QA/QC

Quality Assurance services will consist of a review of LiDAR acquisition procedures followed by contractors acquiring LiDAR data for the Department. Specific services required for quality assurance include analysis of the management controls followed by the data acquisition contractor, including sensor calibration, project planning, implementation and review of data collection activities to ensure that the resulting data acquired is of sufficient quality to provide the end product deliverables required.

Quality Control services will include a review of post mission activities to determine the quality of final deliverables. Specific services required include internal; and external quality control procedures that include checkpoint analysis using independently measured targets and comparative methodologies using the point cloud data from different flight lines to ensure data coherence, integrity, and correctness.

QA/QC methodologies must be consistent with and meet current guidelines established by the USGS National Digital Elevation Program and the American Society for Photogrammetry and Remote Sensing.

Process

Individual Delivery Orders (ordering documents) will be initiated by the State of Maine under this Master Agreement Contract for specific work product and services. The Delivery Orders will be for fixed price statement of work/change orders with fixed deliverables.

Request for Quote (RFQ) - The State shall define an Area of Interest to the provider. The State shall define quality standards required and any buy-up options which were executed. The RFQ will contain sufficient detail to allow the Provider to respond with a complete and accurate quote, and at a minimum will contain: contact information including technical, administrative and program area contacts; any draft or final drawings or area specifications; quality requirements, any deadlines for delivery of quote or deadlines related to final delivery of services. The quote will detail coordination procedures with the Data Acquisition provider.

Pricing for the quality assurance services is outlined in Rider E cost schedule.

RFQ Response - Provider will respond to the RFQ with a firm price, fixed cost response. As necessary, the RFQ response would include any design and planning documents or other such specifications that describe in detail the work to be performed. The RFQ response will be coordinated with the Data Acquisition proposal. The RFQ Response shall include a project plan for completing the work. If the RFQ response as delivered to the Department is not acceptable, the Department may reject the response or the Department and Provider may work together to refine the RFQ response to better meet the desired outcomes of the Department, at which time the Provider will resubmit an RFQ Response.

Delivery Order - Upon acceptance of the RFQ Response the Department shall issue a Delivery Order authorizing the work, attaching the RFQ Response signed by both parties.

Deliverables

The Provider shall deliver the resulting products in accordance with the delivery plan submitted in the quote response.

Review and Approval

Upon receipt of the deliverables, the Department shall have 60 days to review the deliverables for conformance with the specifications. The Department shall provide a written report of any deficiencies back to the Provider by the end of this 60-day period. The Provider shall then have 15 days to correct such deficiencies and make delivery of the corrected product to the Department. Upon receipt of acceptable products, the Provider may invoice the Department for the remainder of the work order balance.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Master Agreement
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Per payment agreement terms outlined in Request for Quote Response documented in an approved Delivery Order.

Invoices for the agreements should be sent to VMO.OIT@maine.gov.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: J. Young
Address: Office of Information Technology
State of Maine, State House Station 145
51 Commerce Drive, August, ME 04333-0145 (or 04330)
Joseph.Young@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

RIDER D

RFP# 201508142, Lidar Data Acquisition, Amendment-1
and
RFP# 201508142, Lidar Data Acquisition

**STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT - 1**

RFP NUMBER AND TITLE:	RFP 201508142 - LiDAR Data Acquisition
RFP AMENDMENT NUMBER:	1
AMENDMENT DATE:	October 15, 2015
PROPOSAL DUE DATE:	October 30, 2015, not later than 2:00 p.m. local time
RFP ISSUED BY:	State of Maine, Department of Administrative and Financial Services, Office of Information Technology
PROPOSALS DUE TO:	Division of Purchases Burton M. Cross Building, 4 th Floor 111 Sewall Street 9 State House Station Augusta, ME 04333-0009
DESCRIPTION OF CHANGES TO RFP (if any): There are no changes to the RFP.	
REVISED LANGUAGE IN RFP (if any): There is no revised language in the RFP.	
Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.	

Provided below are the answers to the questions that were received from interested offerors on or before **October 8, 2015, 5:00 p.m. local time.**

Question #	Question	Answer
1	The hyperlinks to the KMZ files on Page 12 of the RFP are dead. Can we please get access to these files ASAP? We need them to perform our planning and estimating	The KMZ files have been attached separately to the website for easier access. The files have not changed since the RFP was issued.
2	Does the State have any policy, prohibition of preference regarding the use of offshore subcontractors for certain tasks?	No

Question #	Question	Answer
3	We are currently working in multiple states under their Board of Registration for Surveyors collecting LiDAR data, is this project covered under the practice of Land Surveying in Maine?	Any ground control required for the acquisition must be established by surveyors licensed in the State of Maine.
4	<p>RFP page 11 – C. Proposal Contents. Section I, Item 4 – Description of Experience with Similar Projects. “provide a description of three project that occurred with the past five years ...”</p> <p>Because the proposed services to be discussed includes both aerial <i>and</i> mobile lidar, we respectfully request the opportunity to include six projects – three for aerial and three for mobile reflecting experience and expertise needed in performing the functions of each.</p>	We will accept three projects for Mobile acquisition and three projects for Aerial acquisition.
5	Is the non-vegetated and vegetated land cover accuracy checkpoint survey and testing to be performed as part of the Lidar Acquisition service or as part of the Lidar QA/QC service?	This should be part of the LiDAR acquisition services.
6	<p>RFP Part IV, C. Proposal Contents, Section I, Item 4: Description of experience with Similar Projects, RFP Numbered Page 11: Is it permissible to provide more than three (3) project descriptions/references provided that the overall page count in no more than 150 pages per RFP submission requirements?</p>	yes
7	<p>RFP Appendix B, Cost Proposal Form, RFP numbered page 22: Should the proposers "cost per square mile" unit costs input into the LiDAR Acquisition cost table for each square mile category be based on the yearly award of a single, contiguous project area?</p>	yes
8	<p>RFP Appendix B, Cost Proposal Form, RFP numbered page 22: Is there a minimum square mile threshold (ie 500 sq miles) for the <2000 square mile category that the State would guarantee when awarding yearly tasking?</p>	For the purposes of this RFP the minimum anticipated project area is 1,000 square miles.

Question #	Question	Answer
9	<p>RFP Appendix B, Cost Proposal Form, RFP numbered page 22: Shouldn't the survey effort and resulting fees associated with the establishment of independent quality control survey check points to test and validate compliance to bare earth NVA and VVA accuracy(s) per USGS LiDAR Base Specifications V1.2 be included in the LiDAR Quality Assurance/Quality Control Fee schedule (and not the LiDAR Acquisition fee schedule)?</p>	<p>We expect acquisition contractors to provide for establishing independent quality control checkpoints as part of the acquisition costs.</p>
10	<p>1. RFP Appendix D, Optional Buy Up Options, Mobile LiDAR Acquisition, RFP pages 26-27: Please provide responses to the following questions:</p> <ul style="list-style-type: none"> ○ What is the required mapping bandwidth for the feature extraction of planimetric and topographic mapping features from the Mobile LiDAR calibrated point cloud? ○ What is the State's maximum allowable horizontal RMSE x and y and vertical RMSEz for planimetric and topographic features extracted from the mobile LiDAR point cloud when tested against higher accuracy, independent control checkpoints? <p>Please confirm that all required ground control to both calibrate and check the mobile LiDAR point cloud and extracted planimetric/topographic features will be supplied by the State or its "contracting partners" and will not be the responsibility of the proposer.</p>	<p>For the purposes of this RFP mapping bandwidth should be sufficient to capture a minimum of utility poles, road signs, fire hydrants and fence poles greater than 3" within twenty five feet of pavement and tree lines and bush lines within fifty feet of pavement.</p> <p>RMSE should be .1 for X, Y and Z for the purposes of this proposal</p> <p>Yes</p>

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Joseph Young	Office/Division/Program	DAFS/OIT/GIS
Contract Amount:	\$0.00	Contract (CT) Number:	MA 18P160602 *18/
Start Date:	April 1, 2016	End Date:	March 31, 2021
Selected Bidder's Name, City and State:	Dewberry Consultants, LLC 8401 Arlington Blvd. Fairfax, VA 22031		
Short Description of Service:	Lidar Data Quality Assurance – Quality Control (QA-QC)		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201508142 ☒ Initial contract. ☐ First renewal. ☐ Second renewal. ☐ Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

☐ This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. The total contract amount is \$10,000 or less; and*
- B. If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

AECOM
Blue Marble Geographics
Dewberry
Fugro Geospatial Inc.

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.

State of Maine Competitive Award Authorization Form

- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

A consensus approach was used for scoring of all proposals.

Scoring material, notes, award letters submitted to Div. of Purchases previously.

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

T. Howker

Date:

5/16/2016

STATE OF MAINE
Department of Administrative and Financial Services, Office of Information Technology
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 23th day of, January 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology hereinafter called "Department," and Dewberry Engineers Inc. hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from March 31, 2021 to No Change
(old service to date) (new service to date)

Reason: Company name change, new vendor code.

Former information: Dewberry Consultants LLC, VS0000020352

New information: Dewberry Engineers Inc., VS0000021902

All other terms and conditions of the original contract dated May 11, 2016 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Dewberry Engineers Inc.

By:

David F. Maune, Associate Vice President

Signature:

David F. Maune

Date:

1/24/2018

and

Department of Administrative and Financial Services,
Office of Information Technology:

By:

B. Victor Chakraborty (B. VICTOR CHAKRABORTY)

Jim Smith, Chief Information Officer

FOR

Signature:

Date:

24 JAN 2018

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA 18P 160602*0181

Vendor Code: VS0000021902

Account Codes:

Old Contract Amount: \$

Amount of Adjustment \$

New Service to Date:

Division of Procurement Services Amendment Authorization Form

Form Instructions: This form must accompany amendments being proposed for approval to existing contracts.

Program Administrator:	Joseph Young	Office/Division/Program:	DAFS/OIT/GIS
Phone:	207-624-9539	CT Number:	MA 18P 160602*181
Amendment Amount \$:	\$0.00 (No Change)	Revised Agreement Amount: \$	\$0.00 (No Change)
Amendment Date:	N/A (No Change)	Revised Agreement End Date:	N/A (No Change)
Provider/Vendor's Business Name and Address:	Dewberry Engineers Inc. 8401 Arlington Blvd. Fairfax, VA 22031		
VC Number:	VS0000021902		
Type of Service:	Lidar 2017 Work Program Quality Assurance		

1. Specific Problem or Need for Amendment:


Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

Company name change, new vendor code
Former information: Dewberry Consultants LLC, VS0000020352
New information: Dewberry Engineers Inc., VS0000021902

2. Adjustment in Agreement Amount:

If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

N/A – This amendment does not modify the agreement amount.

Approved by	Michelle Fournier Director of Special Projects 
Date:	1/24/18



AMENDMENT

DATE: **1/20/2021**ADVANTAGE CONTRACT #: **MA 18P 180226*93**DEPARTMENT AGREEMENT #: **N/A**AMENDMENT AMOUNT: \$ **0.00, Based on Usage**

This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Administrative and Financial Services / Office of Information Technology (OIT)**Address: **51 Commerce Drive, 4th Floor**City: **Augusta**State: **ME**Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Dewberry Engineers, Inc.**Address: **8401 Arlington Blvd.**City: **Fairfax**State: **VA**Zip Code: **22031**Provider's Vendor Customer #: **VS0000021902**

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment.
The parties sign and cause this Contract Amendment to be executed.

Department of **N/A****Dewberry Engineers, Inc.****N/A****1/23/2021**Signature **Representative Name and Title** **Date**Signature **Date****Department of Administrative and Financial Services, Office of Information Technology**

DocuSigned by:

1/25/2021

052B9AC7E56A489

Frederick Brittain, Chief Information Officer **Date**

AMENDMENT

Amendment rev. July 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 2/26/2018 Current End Date: 3/31/2021 Amendment Start Date: New End Date: 12/31/2021 Reason: Extend contract nine (9) months to complete calendar year 2020 Lidar QA work program and execute RFP/contract.
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	Other:	Reason:

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

(Departments - Attach separate sheet as needed for additional coding.)

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		DAFS / OIT / GeoLibrary	
Department Contract Administrator or Grant Coordinator:		B. Guerrette	
(If applicable) Department Reference #:			
Amount: (Contract/Amendment/Grant)	\$0.00, Based on Usage	Advantage CT / RQS #:	MA 18P 180226*93
CONTRACT	Proposed Start Date:		Proposed End Date:
AMENDMENT	Original Start Date:	4/1/2016	Effective Date:
	Previous End Date:	3/31/2021	New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:		Dewberry Engineers 8401 Arlington Blvd, Fairfax, VA 22031	
Brief Description of Goods/Services/Grant:		Lidar Data Acquisition	

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

	A. Competitive Process		G. Grant
X	B. Amendment		H. State Statute/Agency Directed
X	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

Lidar data/observation collection weather dependent. Extend Lidar quality assurance contract end date to 12-31-2021 to complete 2020 work program (allowing for schedule changes due to weather), issue RFP and award contract. Six (6) month overlap in service.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

Existing competitively awarded vendor agreement, in 2016.

Companion Lidar collection contract extended to 12-31-2021 to complete work program. This agreement, which provides quality assurance review services on that agreement must have similar performance timeframes.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

No change in contract rates over duration of contract.

4. Describe the plan for future competition for the goods or services.

RFP under preparation to be issued approximately April/May 2021.

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:

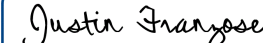
052B9AC7F56A489...
Frederick Brittain

Date:

1/25/2021

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

AEED9C7B3A8044E...
Justin Franzose

Date:

1/25/2021