

COOPERATIVE PURCHASE CONTRACT

Contract No. CO-2023-56

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Surdex Corporation, a Missouri corporation ("Contractor").

RECITALS:

- A. Contractor has a Government Purchasing Cooperative Contract 47QTCA18D00J5 with the General Services Administration (GSA) federal agency to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Orthoimagery and Lidar Data Acquisition

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work, Exhibit A and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided shall be **seventy-four thousand nine hundred fifty-eight and no cents (\$74,958.00), in addition to taxes and other charges**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B, attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Special Terms and Conditions: The Scope of Work, attached hereto as Exhibit A, contains additional terms and conditions apart from the Agency Contract. The parties agree to those Special Terms and Conditions.
6. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

7. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
8. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
9. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Tim Harrington
Water Services Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
tharrington@flagstaffaz.gov
Phone: 928-213-2413

To Contractor:

Brett Thomassie
V.P., Federal Business Development
520 Spirit of St. Louis Boulevard
Chesterfield, MO 63005
Phone: 985-718-7155
brett.thomassie@surdex.com

With a copy to:

Liane Garcia
Buyer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov
Phone: 928-213-2279

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CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

**EXHIBIT A
SCOPE OF WORK
(Attached)**

1. City of Flagstaff Orthoimagery Proposal (10 pages)

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**EXHIBIT B
AGENCY CONTRACT
(Attached)**

1. General Services Administration Federal Supply Service Authorized Federal Supply Schedule Catalog/Price List and Terms and Conditions Applicable to Earth Observation Solutions (EOS) – 9 pages.

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PROPOSAL

City of Flagstaff Orthoimagery

DATE

October 3, 2022



SUBMITTED TO

Corryn Smith

City of Flagstaff
211 W Aspen Avenue
Flagstaff, Arizona 86001
clsmith@flagstaffaz.gov

SUBMITTED BY

Brett Thomassie

Vice President, Federal Business
Development
Direct: (985) 718-7155
Email: brett.thomassie@surdex.com

TECHNICAL PROPOSAL

City of Flagstaff

Orthoimagery



PROJECT AREA

The project area includes approximately 85 square miles of imagery and 3 square miles of lidar located near Flagstaff, Arizona. The exact areas of interest (AOIs) are shown on the boundary diagram later in this proposal. Prior to mobilization of acquisition assets and production, Surdex will require confirmation of the contractual project limits.

DIGITAL AERIAL PHOTOGRAPHY

Surdex aircraft will capture 3" GSD aerial photography of your areas of interest. Each aircraft is equipped with high-precision digital aerial mapping sensors. The acquisition plan will be designed to achieve photogrammetric accuracies based on the known requirements requested by the City of Flagstaff and generally accepted industry practices. Surdex's image sensors are equipped with forward motion compensation and gyro-mount sensor leveling features. To supplement the required photogrammetric ground control, all aircraft and sensors are equipped with Global Navigation Satellite System (GNSS) navigation and Inertial Navigation System (INS) technology. Surdex's direct digital sensors capture Panchromatic (PAN), Red, Green, Blue (RGB) and near Infrared (IR) bands simultaneously. Processing and delivery of supplemental image bands is available upon request for an additional charge.

Acquisition Conditions: Surdex will acquire imagery when the sky is free of clouds, cloud shadows and atmospheric haze, generally between 10:00 a.m. and 2:00 p.m. and/or when the sun angle is greater than 30 degrees.

LIDAR ACQUISITION

Lidar data will be captured of the Schultz Creek area of interest using Surdex aircraft equipped with a Teledyne Optech Galaxy Lidar airborne laser scanner. The sensor is capable of a pulse rate of up to 550kHz. The sensor features Multiple Discrete Return technology, capturing up to four returns per pulse and full intensity image capability. The acquisition plan will be designed to achieve the nominal point spacing (NPS) of 0.35 meters. The collection will be designed to achieve QL1 accuracy requirements.

| LIDAR DENSITY & SPACING REQUIREMENTS | | | | |
|--------------------------------------|------------------------|------------------------|------------------------|--------------------------|
| | QL0 | QL1 | QL2 | QL3 |
| DENSITY | ≥ 8 pts/m ² | ≥ 8 pts/m ² | ≥ 2 pts/m ² | ≥ 0.5 pts/m ² |
| POINT SPACING | ≤ 0.35m | ≤ 0.35m | ≤ 0.71m | ≤ 1.41m |

System calibration flights may be acquired at Surdex's discretion based on the location of the project and contractual specifications.

TECHNICAL PROPOSAL

City of Flagstaff

Orthoimagery



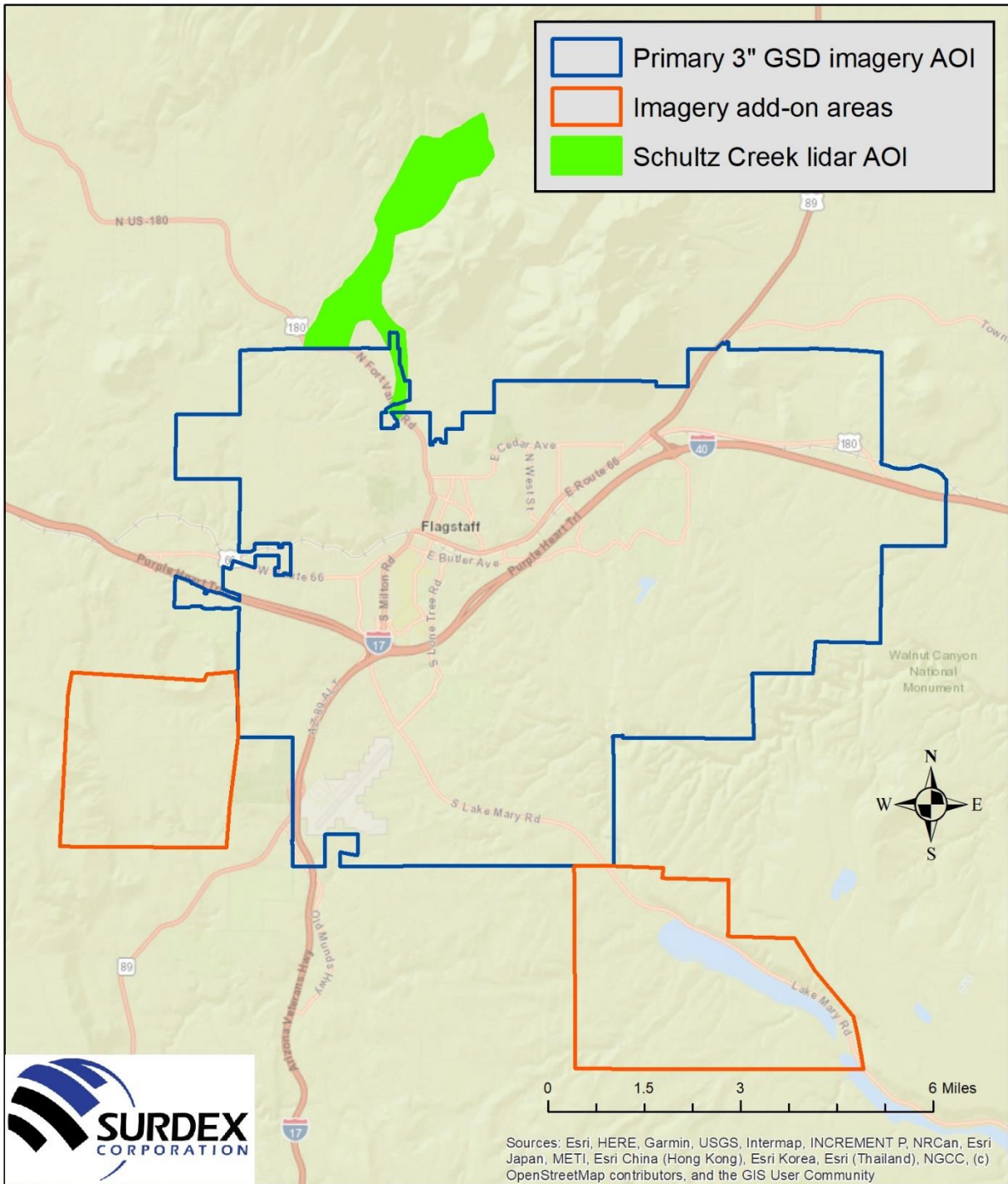
GROUND CONTROL SURVEYS (OPTIONAL)

Surdex will perform ground surveys to support geospatial data production projects. This surveying will be performed to an accuracy and density required to support the mapping project.

TRIANGULATION

All aerial imagery collected for this project will be processed through an analytical triangulation solution that is controlled to ground survey points.

BOUNDARY DIAGRAM CITY OF FLAGSTAFF, ARIZONA





ORTHOIMAGERY MAPPING

Surdex will produce digital orthorectified aerial image tiles consistent with the shapefile area of interest (AOI) and tile layout approved by the City of Flagstaff. The orthoimage tiles will be provided at a ground resolution of 3". Unless specifically requested in writing, Surdex reserves the right to utilize, if available, any existing elevation model deemed suitable for orthorectification to meet the contractual accuracy requirements as stated. If suitable elevation data is not available, Surdex will generate a new elevation model using manual and automated photogrammetric techniques. If requested, Surdex will deliver the elevation model used in the orthorectification process. To improve efficiency of client acceptance, Surdex may provide, at its discretion, seamline data for reference. Standard image format shall be tiff and tiff world (.tif/.tfw) and deliverables will be provided on an external hard drive. Additional image formats are available. An additional charge may be required for additional formatting or processing.

LIDAR DATA FILTERING AND CLASSIFICATION

Lidar processing technicians will determine which type of filtering techniques need to be applied to each type of area to develop a reliable ground elevation surface. Factors affecting this decision include slope, vegetation and cultural features. Each project has unique characteristics that can only be assessed after the data is collected. Data integrity is verified after visualizing results from the selected filtering techniques such as shaded relief models, 3D viewers and elevation images.

Surdex will provide classified bare-earth data in .LAS format, ESRI gridded point data or other acceptable formats as requested.

Lidar specifications follow the USGS Lidar Base Specification version 2.1 for Quality Level 1 data.

Lidar Accuracy

Surdex provides a full lidar accuracy report including project overview and process and QA/QC descriptions addressing all NDEP/ASPRS procedures and requirements.

BARE-EARTH DIGITAL ELEVATION MODELS (DEM)

The final Digital Elevation Model (DEM) will be created once the data has been calibrated, edited, and filtered using Surdex workflows. The DEM will represent the ground surface, interpolated using the gridded network from the bare-earth surface. Bodies of water (ponds and lakes), wide streams and rivers, and other non-tidal water bodies will be hydro-flattened within the DEM.

HYDRO-FLATTENING

Following the USGS Lidar Base Specification, hydro-flattening will be applied to all water impoundments, natural or man-made, that are larger than two acres in size (equivalent to a round pond ~350' in diameter), to all streams wider than 100', and to all non-tidal boundary waters bordering the project area regardless of size. Areas outside survey boundary will be coded as "No Data." Internal voids (such as open water areas) will be coded as "No Data" and placed into another class of data so the raw data are available for future use, if so desired.

TECHNICAL PROPOSAL

City of Flagstaff

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PRODUCT ACCURACY

Unless otherwise requested, the products provided under this proposal will meet or exceed the American Society for Photogrammetry and Remote Sensing (ASPRS) Accuracy Standards for Digital Geospatial Data horizontal and/or vertical accuracies as listed below.

| PRODUCT ACCURACIES | | | | |
|--------------------|------------------------------|-------------------|-------|-----------------------------|
| GSD | LIMITING RMSE _{x,y} | RMSE _r | CE95 | ALLOWABLE SEAMLINE MISMATCH |
| 3" | 0.5' | 0.71' | 1.22' | 1.0' |

| LIDAR ACCURACY REQUIREMENTS | | | | |
|-----------------------------|-------|--------|--------|--------|
| | QLO | QL1 | QL2 | QL3 |
| RELATIVE | ≤ 4cm | ≤ 8cm | ≤ 8cm | ≤ 16cm |
| ABSOLUTE | ≤ 5cm | ≤ 10cm | ≤ 10cm | ≤ 20cm |

If City of Flagstaff chooses the additional ground control survey option shown in the Fee Schedule below, quality assurance check point survey data will be collected by Surdex within the project area to provide an independent means for verifying the project data accuracy and to use for the orthorectification process. The check point survey plan will be provided to the City of Flagstaff for review. The surveyor will adhere to the guidelines for independent survey control layout and verification. All map data tiles will be reviewed to verify compliance to the specified accuracy. An RMSE accuracy assessment report for the DEM is provided to show that project data meets accuracy requirements.

TECHNICAL PROPOSAL

City of Flagstaff

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SCHEDULE

A project manager will be assigned to coordinate the production and scheduling of this project. Services will be provided on a mutually agreeable schedule after receipt of the signed copy of this proposal / contract. Both seasonal and daily weather conditions dictate when acceptable data can be captured. Our director of image processing and flight acquisition manager will consider these factors when planning the schedule.

Acquisition will be scheduled during a data acquisition window in 2022 or Spring of 2023 as specified by the City of Flagstaff.

3" orthoimagery pricing for all City of Flagstaff-provided AOIs and QL1 lidar pricing for the Schultz Creek AOI is as follows:

FEE SCHEDULE

| FEE SCHEDULE – IMAGERY | | |
|---------------------------|---------------------------------|----------|
| AREA | SPECIFICATIONS AND DELIVERABLES | PRICE |
| PRIMARY AOI | 3" 4-band orthoimagery | \$39,300 |
| | Ground control survey | \$3,000 |
| WOODY MOUNTAIN WELL FIELD | 3" 4-band orthoimagery | \$4,106 |
| | Ground control survey | \$300 |
| LAKE MARY WELL FIELD | 3" 4-band orthoimagery | \$6,452 |
| | Ground control survey | \$300 |

| FEE SCHEDULE – SCHULTZ CREEK QL1 LIDAR | | |
|--|---------------------------------|----------|
| SERVICES | SPECIFICATIONS AND DELIVERABLES | PRICE |
| QL1 LIDAR FOR SCHULTZ CREEK AOI | | \$21,500 |

Proposal is good for Sixty (60) days from date of proposal.

TECHNICAL PROPOSAL

City of Flagstaff

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DELIVERY ITEMS

The following delivery items are included in the fee schedule:

Digital Orthoimagery

- Survey Report
- Digital orthoimagery in .tif/tfw, .JPEG, MrSID tiles and/or MrSID mosaic formats
- Seamline shapefile
- FGDC-compliant metadata

Lidar

- Survey Report
- Lidar point cloud in LAS and/or .dgn formats
- Hydro breaklines in shapefile and/or .dgn formats
- DEM in .img or GeoTIFF format
- FGDC-compliant metadata

SURDEX CORPORATION

CITY OF FLAGSTAFF, ARIZONA


Signature

Signature

Date October 3, 2022

Date _____

HELP US PREVENT PAYMENT FRAUD – Surdex will adhere to the original payment processing method in our contract. Surdex will not contact you to change payment processing methods. Surdex requests all questions or concerns be directed to Surdex Corporation, Accounting.

TECHNICAL PROPOSAL

City of Flagstaff

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TERMS AND CONDITIONS

The following terms and conditions are incorporated in and together with the proposal become a part of the contract between Client and Surdex Corporation ("Surdex"). Both parties agree as follows:

ACCESS

Client shall arrange for access to and make all provisions for Surdex to enter upon all public and private lands as required for Surdex to perform its services.

INVOICES / PAYMENT SCHEDULE

Client is solely responsible for payment of services; payment will in no way be conditional upon Client receipt of payment from another party. Payment schedule is to be:

- 50% due upon notice to proceed, 50% due upon final delivery.

TERMS / INTEREST / LATE PAYMENT

Payment shall be due 30 days after receipt of an invoice. Interest shall accrue on past due invoices at the rate of 1½ percent per month (18% per annum), or the maximum rate allowed by law, whichever is less, from the date that payment was first due.

Payments shall be applied first to accrued interest and then to unpaid principal. Client agrees to pay Surdex's fees, costs, and other reasonable expenses, including attorney's fees, incurred in any efforts to enforce any provision of this Agreement, including efforts to compel payment of past due amounts.

If a project is inactive for more than 45 days, Surdex may suspend the services and bill Client for all services performed to date.

TAXES

If Client does not provide evidence of tax exempt status prior to commencement of any services by Surdex, then Client shall be responsible for any and all taxes in connection with such services.

SURDEX'S INSURANCE REQUIREMENTS

Surdex shall maintain in force throughout the term of this Agreement insurance of the types and in the minimum amounts set forth below.

- 1) WORKERS COMPENSATION: Statutory Coverage, including Employer's Liability with minimum limits of \$1,000,000.
- 2) COMMERCIAL GENERAL LIABILITY: \$2,000,000 Combined Single Limit per occurrence for Bodily Injury, Personal Injury, and Property Damages, including Contractual Liability covering Surdex's indemnification obligations in this Agreement.

3) COMPREHENSIVE AUTOMOBILE LIABILITY: \$1,000,000 Combined Single Limit per accident including any auto, all owned autos, hired autos and non-owned autos.

4) PROFESSIONAL LIABILITY: \$2,000,000.

5) AIRCRAFT LIABILITY: \$10,000,000, if aircraft are employed.

6) VALUABLE PAPERS: \$150,000.

INDEMNITY

Surdex agrees to indemnify, defend and hold Client harmless from and against any and all claims, demands, suits, damages, and costs (including attorney' fees and cost of defense) due to bodily injury or property damages arising directly out of Surdex's negligence, but only to the extent that such indemnity is covered by Surdex's CGL or Professional Liability insurance.

As a material part of the consideration to Surdex, Surdex assumes all risk of damage to its property or injury to persons, including its agents, contractors and employees in performance of Services hereunder, and Surdex hereby waives all claims in respect thereof against Client, except for any claim arising out of Client's negligence or willful misconduct. As used in this Section, the term "Client" shall include Client's employees, agents and contractors, if applicable, and "Surdex" shall include Surdex's employees, agents and contractors, if applicable.

Client agrees to indemnify, defend and hold Surdex harmless from and against any and all claims, demands, suits, damages, and costs (including attorney' fees and cost of defense) due to bodily injury or property damages arising directly out of Client's negligence.

TECHNICAL PROPOSAL

City of Flagstaff

Orthoimagery



TESTING

Client shall independently verify the accuracy of Surdex's services prior to using or relying on the same (or providing the same to others for any reason), and in an event no later than six (6) months after completion of the services (the "Claim Period").

If Client fails to take commercially reasonable efforts to verify the accuracy of Surdex's services as required herein, then Client shall be deemed to have waived all claims and rights of recovery against Surdex.

RIGHT TO CURE

If Client discovers errors in the deliverables within the Claim Period, Client shall promptly notify Surdex, and Surdex shall have the right to correct or repair for ninety (90) days after receipt of Client's notice (or such longer period if 90 days is insufficient) at Surdex's sole cost.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Surdex's total aggregate liability to the Client arising out of this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, is limited to the Total Price paid to Surdex for this contract.

In the event of timely notice of any deficiencies, Surdex's liability extends only to correcting Surdex-related deficiencies and will in no case exceed the original fee, nor will it include any subsequent costs incurred by the client or others; said warranty does not extend to services, data, or control information provided by the client.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER CLIENT NOR SURDEX SHALL BE LIABLE TO THE OTHER FOR, AND EACH EXPRESSLY WAIVES THE RIGHT TO RECOVER, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

OTHER

Any services being provided to Client by Surdex may be terminated by either party upon ten (10) business days' prior written notice, and in such event Surdex shall be paid by Client for all services performed up to and including the termination date, including reimbursable expenses.

FORCE MAJEURE

Neither Client nor Surdex shall be liable to the other for damages or delay in performance caused by acts of God, weather, strikes, labor disputes, accidents or any other

event beyond the control of the other or its employees and agents.

ARBITRATION

All disputes arising out of or relating to this Agreement shall be decided by arbitration, in accordance with the rules of the American Arbitration Association. The prevailing party shall be awarded attorneys' fees and costs.

OWNERSHIP OF WORK PAPERS

Surdex agrees that all materials, reports, drawings, studies, specifications, estimates, maps, computer data tapes, computations and other materials prepared by or for Client under the terms of this Agreement shall upon proper payment by Client to Surdex become the property of the Client. However, any processes, procedures, programs, software, or similar practices of Surdex, whether developed prior to or during the project, shall remain the property of Surdex until sold or licensed to Client for its use or use by others for separate compensation. Client shall not alter the same in any manner and shall waive any claim against Surdex and shall, to the fullest extent permitted by law, indemnify, defend, and hold Surdex harmless from any claim or liability for injury or loss arising from unauthorized alteration of Surdex's work product.

CONFIDENTIALITY

Surdex shall keep confidential all information obtained from and designated as confidential by Client and shall not divulge any confidential information concerning the Project to any person or entity (other than Surdex's subcontractors, employees or other persons or entities to the extent necessary to complete the services) unless written approval is granted by the Client or as ordered by a court of competent jurisdiction.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Should a conflict of terms arise from agreed to provisions, the terms of this agreement shall prevail.

EXECUTION

Upon signing of this document, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.



**GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software and Services

FSG 70: ADP Equipment Software, Supplies, Equipment

CONTRACT NUMBER: 47QTCA18D00J5

CONTRACT PERIOD: 08/09/2018 through 08/08/2023

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Surdex Corporation
520 Spirit of St Louis Blvd
Chesterfield, MO 63005-1002
Phone: (636) 368-4400
E-mail: MarkZ@surdex.com

CONTRACTOR'S ADMINISTRATION SOURCE:

P.O.C.: Mark Zeman
Phone: (636) 368-4400
E-mail: MarkZ@surdex.com

BUSINESS SIZE: Other than Small Business

CONTRACT INFORMATION:

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

| SIN | DESCRIPTION |
|-----------|-----------------------------|
| 541370GEO | Earth Observation Solutions |

2. MAXIMUM ORDER*: The maximum order is \$1,000,000

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100
4. GEOGRAPHIC COVERAGE: Domestic delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Note that for products, domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.
5. POINT(S) OF PRODUCTION: N/A
6. DISCOUNT FROM LIST PRICES: Prices shown are GSA net prices
7. QUANTITY/VOLUME DISCOUNT: None
8. PROMPT PAYMENT TERMS: None
9. Government Purchase Cards are accepted at or below the micro purchase threshold.
10. FOREIGN ITEMS: N/A
- 11a. TIME OF DELIVERY: Negotiated at Task Order Level
- 11b. EXPEDITED DELIVERY: Negotiated at Task Order Level
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Negotiated at Task Order Level
- 11d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. FOB POINT: Destination

Note: All travel required in the performance of this contract and orders placed hereunder must comply with the Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all contractor travel. Contractors cannot use GSA city pair contracts. The contractor shall not add the Industrial Funding Fee onto travel costs.

- 13a. ORDERING ADDRESS: Same as Contractor's address.
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. PAYMENT ADDRESS: Same as Contractor's address.

15. WARRANTY PROVISION: Standard Commercial Warranty. Customers should contact the contractor for a copy of the warranty.
16. EXPORT PACKING CHARGES: N/A
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Accepted at or below the micro-purchase level.
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
N/A
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE
LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content,
energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: N/A
25. DUNS NUMBER: 006332415
26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR
REGISTRATION (CCR) DATABASE: Contractor is registered and valid in SAM until
10/26/2018, Cage Code = 8G253

**TERMS AND CONDITIONS APPLICABLE TO EARTH OBSERVATION SOLUTIONS (EOS)
SPECIAL ITEM NUMBER 541370GEO**

1. SCOPE

- a. The terms and conditions stated under Special Item Numbers 541370GEO Earth Observation Solutions apply exclusively to this SIN within the Information Technology Schedule.
- b. This SIN is a solutions SIN, which involves services and products to include but not limited to imagery, subscriptions, software, platform and data as a service, and end-to-end data analytics. This SIN provides ordering activities with access to a wide range of Earth Observation Solutions.
- c. Earth Observation Solutions provided shall comply with all certifications and industry standards as specified by ordering activity.
- d. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. INFORMATION ASSURANCE/SECURITY REQUIREMENTS

- a. The contractor shall meet information assurance and security requirements in accordance with the ordering activity requirements specified in the order and/or Blanket Purchase Agreement. The ordering activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- b. The ordering activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded the SIN shall be capable of meeting at least the minimum security requirements assigned against a low-impact information system.
- c. The ordering activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.
- d. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates. This may include incorporation of the appropriate security forms (e.g., a DD-254) for any special clearance requirements and indoctrinations, such as Sensitive Compartmented Information (SCI). This may also include DOD Directives cited in specific orders and Blanket Purchase Agreements.

3. STANDARDS COMPLIANCE

- a. Vendor suitability for offering solutions through the Earth Observation Solutions SIN must be in accordance with the laws and standards when cited applicable to specific orders and Blanket Purchase Agreements. Offerings shall comply with cited Department of Defense (DoD) standards, Intelligence Community (IC) standards, Open Geospatial Consortium (OGC) standards (<http://www.opengeospatial.org/standards>), and other standards such as

<https://nationalmap.gov/standards> stated as applicable in specific orders and Blanket Purchase Agreements.

4. ORDER

- a. Ordering activities/agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, delivery orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of Earth Observation Solutions must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

6. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any product that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming item at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the product, unless the change is due to the defect in the product. For inspection and acceptance, the latest versions in the contract apply of 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS and 552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS.

7. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)/COMMERCIAL SUPPLIER AGREEMENTS (CSAs)

The Contractor shall provide all EULAs/CSAs in an editable Microsoft Office (Word) format.

8. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
Surdex's products undergo rigorous QC processes at each phase of production resulting in a client "First Time Acceptance" rate of 98%. We also warranty our products for one full year after the date of final acceptance. Should a customer find any defect in our product after acceptance, we will correct it at no cost.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

9. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided.

Surdex does not provide software as a deliverable (our products are used with standard industry software), but we do provide some online flight tracking and imagery inspection services. These are supported the client's designated Project Manager (who will be assigned at the commencement of the project).

10. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (MAY 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

11. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

12. INDEPENDENT CONTRACTOR STATUS

All work performed under the Earth Observation Solutions SIN shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

13. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

14. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

15. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request or as required. The contractor is required to provide personnel meeting the qualifications specified under any labor categories quoted on a Time & Materials order or that form the Firm Fixed Price.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17. DESCRIPTION OF SERVICES AND PRICING

- a. The Contractor shall provide a description of offerings under Earth Observation Solutions SIN in the same manner as the Contractor sells to its commercial and ordering activity customers. The contractor shall provide a description and any applicable licensing should be included. If the contractor is proposing hourly rates (for hours that are not already rolled into a subscription), then a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

- b. Pricing shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented if applicable. Contractors shall only use personnel who meet the requirements or any equivalent combination of education and experience cited by the vendor:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

- c. Group 70 Information Technology Schedule is not to be used as a means to procure services which fall under the Brooks Act. The services offered under this SIN shall NOT include construction, alteration of real property or Architect-Engineering (A-E) services as set forth in FAR Part 36. FAR 36.6 distinguishes between mapping services of an A-E nature and mapping services which are not connected nor incidental to the traditionally accepted A-E Services that are allowable on Schedule 70.

PRICE LIST

| SIN(s) PROPOSED | SERVICE PROPOSED (e.g. Job Title/Task) | PRICE OFFERED TO GSA (including IFF) |
|----------------------------|---|---|
| 541370GEO | <i>Photogrammetrist Senior</i> | 109.92 |
| 541370GEO | <i>Photogrammetrist Journeyperson</i> | 64.08 |
| 541370GEO | <i>Quality Assurance Manager</i> | 98.27 |
| 541370GEO | <i>Project Manager</i> | 94.18 |
| 541370GEO | <i>Aerial Photography Pilot</i> | 67.55 |
| 541370GEO | <i>Sensor Operator in flight</i> | 76.42 |
| 541370GEO | <i>Sensor Operator on ground</i> | 47.09 |
| 541370GEO | <i>Airborne GPS Ground Engineer</i> | 61.06 |
| 541370GEO | <i>Stereo Technician</i> | 58.86 |
| 541370GEO | <i>Orthophoto Technician</i> | 48.72 |
| 541370GEO | <i>GIS Technician</i> | 48.44 |
| 541370GEO | <i>Survey Licensed</i> | 114.44 |
| 541370GEO | <i>Survey Technician</i> | 51.00 |
| 541370GEO | <i>Geospatial Analyst Senior</i> | 109.61 |
| 541370GEO | <i>Geospatial Analyst Journey</i> | 68.87 |
| 541370GEO | <i>Imagery Scientist</i> | 76.07 |
| 541370GEO | <i>Cartographer Senior</i> | 82.08 |
| 541370GEO | <i>Cartographer Journeyperson</i> | 48.55 |
| 541370GEO | <i>Database System Manager</i> | 127.58 |

ODC - "Other Direct Charges"

| | | |
|-----------|-------------------------|--------|
| 541370GEO | <i>Piston single/hr</i> | 279.81 |
| 541370GEO | <i>Piston twin/hr</i> | 582.28 |
| 541370GEO | <i>Turbo prop/hr</i> | 800.12 |
| 541370GEO | <i>LiDAR sensor/hr</i> | 505.97 |
| 541370GEO | <i>Digital Sensor</i> | 639.56 |
| 541370GEO | <i>GPS/hr</i> | 6.94 |