

## 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 <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>

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 (<a href="http://www.opengeospatial.org/standards">http://www.opengeospatial.org/standards</a>), 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

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	Photogrammetrist Senior	109.92
541370GEO	Photogrammetrist Journeyperson	64.08
541370GEO	Quality Assurance Manager	98.27
541370GEO	Project Manager	94.18
541370GEO	Aerial Photography Pilot	67.55
541370GEO	Sensor Operator in flight	76.42
541370GEO	Sensor Operator on ground	47.09
541370GEO	Airborne GPS Ground Engineer	61.06
541370GEO	Stereo Technician	58.86
541370GEO	Orthophoto Technician	48.72
541370GEO	GIS Technician	48.44
541370GEO	Survey Licensed	114.44
541370GEO	Survey Technician	51.00
541370GEO	Geospatial Analyst Senior	109.61
541370GEO	Geospatial Analyst Journey	68.87
541370GEO	Imagery Scientist	76.07
541370GEO	Cartographer Senior	82.08
541370GEO	Cartographer Journeyperson	48.55
541370GEO	Database System Manager	127.58

## **ODC - "Other Direct Charges"**

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