



U.S. General Services Administration

DRAFT Request for Quotation (RFQ)

47QTSA18Q0001

For the Establishment of Multiple Award Blanket Purchase Agreements

For

Earth Observation Solutions

Issued by:

The General Services Administration (GSA)

Federal Acquisition Service, Information Technology Category

IT Schedule 70 Office of Contract Operations

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Atlanta, GA 30303

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A. BACKGROUND AND RFQ INSTRUCTIONS

1. BACKGROUND:

The General Services Administration (GSA) with the National Geospatial-Intelligence Agency (NGA) and Federal Civil Government agencies that use overhead data and related products to perform their work, seek to establish multiple award Blanket Purchase Agreements (BPAs) against the GSA IT Schedule 70 Federal Supply Schedule (FSS) contract for Earth Observation Solutions (EOS)

Since the advent of aviation and modern overhead observation, mechanized imagery collection has been instrumental to meeting and improving the function of government and civil society in the United States. Among its contributions are advances in Earth science and natural resource monitoring, U.S. intelligence, surveillance and reconnaissance and our nation's security, promotion of U.S. diplomacy throughout the world, and our nation's ability to map, monitor, and manage the flow of its commodities and resources and the use of its public and private infrastructure and lands.

More recently, the United States and other nations are witnessing an explosion of commercial interest and private investment in space and aerial capabilities, among them evolutionary and revolutionary Earth observing systems. Advanced space and aerial systems in existence today or on the near-term horizon will provide unprecedented levels of overhead data and related product services that promise to benefit and advance every sector of our nation's economy. To maximize the ability of all levels of government in the United States to benefit from these trends, it behooves America's public institutions to harness and promote its use of these new commercial technologies to benefit governments in the United States.

GSA IT Schedule 70 is designed to directly connect commercial sources of these new technologies with governments throughout the United States. GSA IT Schedule 70 provides the necessary acquisition method needed to deliver best value commercial product services to governments in the United States and to ensure the quality of service needed to advance the public interest; by providing mission-relevant and technically diverse real-time and archival commercial imagery, imagery-derived analytic and science-based products and services, web-based and cloud services, related ground services and point-to-point communication and transaction services, and other machine-based learning technologies and related capabilities available from U.S. and international suppliers of earth observation solutions.

2. INSTRUCTIONS TO QUOTERS:

This is a Request for Quotation (RFQ) under Federal Acquisition Regulation (FAR) 8.405-3(a)(6) for the establishment of Multi-Agency Multiple Award Blanket Purchase Agreements (BPAs).

This RFQ is being issued only via GSA eBuy under **RFQXXXXX** (TBD) in accordance with FAR 8.405-3(b)(1)(ii)(B)(1) to afford all IT Schedule 70 contractors under Special Item Number 132- 41 an opportunity to respond this RFQ.

All contractor submissions in response to this RFQ are considered quotes and not proposals or offers, even if labeled as such. The contractors agree to and are bound by all instructions, procedures and rules of this RFQ.

3. QUOTE SUBMISSION:

Quote submissions are only being accepted via GSA eBuy **RFQ XXXX** (TBD) and self-evaluation document via Google forms. Schedule contractors can submit a quote either via Pool One, Pool Two or both Pools. If submitting a response for multiple pools please ensure you submit separate attachments in accordance with the quote submission requirements for Pool One and Pool Two.

Pool One – Imagery, Minimally Processed Data and Derived Processed Data: GSA intends to award approximately 15 BPAs with at least 5 awards reserved for small business for Pool One. Vendors who are submitting a response to Pool One shall complete the following:

- A. Schedule vendors who are quoting on Pool One shall complete the Pool One Google Form, which is a self-evaluation of the categories you provide on your GSA IT Schedule SIN 132-41. (Clicking on the following hyperlink) > [Pool One Self Evaluation Google Form](#). Failure to complete the form will result in the vendor being non responsive and not eligible for an award.
- B. Schedule vendors who are quoting on Pool One, shall complete Attachment B Pool One Price Sheet. Vendors are to complete Tab One and provide a discount for each sub-category that maps to its current offerings under its IT Schedule 70 SIN 132-41 contract provide a discount for the entire category. Under Tab Two the vendors shall select the appropriate sub-category from the drop down that maps to its current offerings for the tier license(s) under its IT Schedule 70 SIN 132-41 contract and provide a price.

Pool Two - Structured Observations, Features and Objects, Analytic Assessments & Finished Products: GSA intends to award approximately 15 BPAs with at least 5 awards reserved for small business for Pool Two. Vendors who are submitting a response to Pool Two shall complete the following:

- A. Schedule vendors who are quoting on Pool Two shall complete the Pool Two Google Form, which is a self-evaluation of the categories you provide on your GSA IT Schedule SIN 132-41. (Clicking on the following hyperlink > [Pool Two Self Evaluation Google Form](#). Failure to complete the form will result in the vendor being non responsive and not eligible for an award.
- B. Schedule vendors who are quoting on Pool Two shall complete Attachment D Pool Two Price Sheet. Vendors are to complete Tab One and provide a discount for each sub-category that maps to its current offerings under its IT Schedule 70 SIN 132-41 contract provide a discount for the entire category. Under Tab Two the vendors shall select the appropriate sub-category from the drop down that maps to its current offerings for the tier license(s) under its IT Schedule 70 SIN 132-41 contract and provide a price

4. PRE-QUOTATION CONFERENCE:

A pre-quotation conference will be conducted via GSA Meeting Space at (<https://meet.gsa.gov/eosbpa11162017/event/registration.html> on November 16, 2017). Please join the scheduled meeting at 1:30pm Eastern Standard Time.

5. QUESTIONS:

All questions must be submitted in writing via email to eosbpa@gsa.gov no later than Nov 14, at 12:00 noon pm Eastern Standard Time. Questions not submitted via the email above or after the due date may not receive a response.

B. BPA TERMS AND CONDITIONS

1. OBJECTIVES:

To achieve the Government's goals, the following objectives are sought through this acquisition:

- Achieve uniform prices and measurable total cost savings while maintaining or improving current service capability levels;
- Obtain significant reporting and transactional data to enable agencies to better manage spend for Earth Observation Solutions;
- Align purchasing with existing agency business practices;
- Improve ordering process.

2. SCOPE:

The fundamental scope of the Earth Observation Solutions BPAs is to provide a streamlined process for federal, state and local and tribal governments via cooperative purchase agreements to procure Earth Observation Solutions.

To view Pool One sub categories and descriptions that are in scope of this BPA see Attachment A.

To view Pool Two sub categories and descriptions that are in scope of this BPA see Attachment C.

Note: All products and services on the vendor's GSA Schedule 70 SIN 132-41 catalog that fall within the subcategories of Pool One and Pool Two shall be included in the awarded BPA.

3. PRICING TERMS:

The Earth Observation Solutions Category Discount shall be set over the life of the BPA and shall be applied to all products and services on the vendor's GSA Schedule 70 SIN 132-41 catalog. Prices may be voluntarily reduced at any time and additional spot discounting is encouraged. The contractor is not required to pass on to all BPA users an additional price reduction extended only to an individual order or orders under this BPA.

4. GSA PROGRAM FUNDING FEE:

The GSA Program Funding Fee reimburses GSA for the costs of administering the Commercial Unclassified Business Environment (CUBE) development which is an online ordering platform that will be used for XXXXXX. This program funding fee shall be comprised of the GSA

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Industrial Funding Fee (IFF) set at .75 percent and an additional Administrative Contracting and Technical fee of 2.00 percent for the BPA, which may be subject to revision(s) at any time? The Contractor shall remit a GSA Program Funding Fee of 2.00 percent into its BPA unit price(s). Upon revision, Contractor is required to adjust pricing up or down by the applicable percentage to reflect the new fee structure.

Remittance of the GSA Industrial Funding Fee portion (.75%) of the Program Funding Fee shall be done in accordance with the underlying Federal Supply Schedule 70 contract. Remittance instructions for the Administrative Contracting and Technical Fee portion of the Program Funding Fee will be provided to the Contractor during the BPA Kickoff meeting by the BPA Senior Contracting Officer or designee. The Government reserves the unilateral right to change such instructions from time to time at no additional cost, following notification to the contractor.

5. PERIOD OF PERFORMANCE:

The BPAs period of performance is five years from date of award.

6. AUTHORIZED USERS:

All Federal Agencies including State and Local and Tribunal Governments via cooperative purchasing.

7. OBLIGATION OF FUNDS:

The BPAs does not obligate any funds. Funding will be identified on various ordering mechanisms, i.e. delivery/task orders, requisitions, government purchase cards, Federal Standard Requisitioning and Issues Procedures System (FEDSTRIP), Military Standard Requisitioning and Issue Procedures (MILSTRIP), Department of Defense Activity Address Code (DODAAC), Activity Address Code (AAC), and Military Interdepartmental Purchase Request (MIPR). Funding will be included on individual calls and requisition requests. The Government is obligated only to the extent of orders placed under the established BPAs.

8. INVOICES:

Invoicing shall be identified on individual delivery orders in accordance with customer agency policies.

9. ESTIMATE:

The Government estimates, but does not guarantee, that the cumulative volume of purchases through this agreement will be \$300 million over the life of these BPAs. This is not a ceiling amount nor necessarily the accumulated value of delivery/task orders issued under the BPA, as BPA totals may exceed this amount without modification to the BPA.

10. ORDER PLACEMENT:

All orders shall be placed in accordance with the ordering procedures of FAR 8.405-3(c)(2) among Pool One vendor's, Pool Two vendors or consolidated pool which consists of Pool One and Two vendors which provides for a total solution.

The solicitation and placement of orders under the BPAs is not guaranteed. All orders shall be placed via GSA designated eTools unless otherwise approved by the GSA BPA Senior Contracting Officer.

Contractors shall submit a response on all delivery/task orders in the GSA designated ordering portal. If a vendor does not intend to submit a quote on a delivery/task request for quotes, the vendors shall place a "No Quote" in the GSA designated ordering portal and shall include a brief explanation as to the reason for the "No Quote."

In the event a user requires a copy of a product or service that has been purchased with licensing terms that include the new user, the Contractor shall furnish the product or service to the new, included user at no additional cost.

11. CONTRACTING TEAMING ARRANGEMENTS (CTAs):

CTAs are only authorized on individual delivery/task orders and not for the establishment of these BPAs. Depending on the complexity of a particular requirement, the BPA holder has the option to form a CTA with another BPA holder under Pool One, Pool Two or the consolidated pool which consist of Pool One and Pool Two BPA holders to provide a total solution so that they may compete for an order as a team. This is a solution that benefits BPA holders and ordering activities alike, as it increases competition and allows for innovative, multi-vendor selections. BPA holders are encouraged using the flexibility offered by CTAs whenever necessary and appropriate.

When forming a CTA for this purpose, a BPA holder cannot team with a non-BPA holder (i.e., a Federal Supply Schedules Contractor not "awarded" under the BPA). A CTA forms a direct contractual relationship ("privity of contract") between each CTA vendor and the ordering agency, which means that each vendor must be eligible on its own to compete for task orders under these BPAs. A BPA holder attempting to "team" with a non-BPA holder would amount to making the non-BPA holder a direct party to a BPA it was not selected to be a part of and/or did not compete for.

12. ORDER RESPONSIVENESS:

Order Responsiveness: For all orders placed under this agreement, the Contractor shall provide timely acknowledgement 24 hours of receipt of order to the ordering office excluding weekends and federally holidays. The contractor shall maintain an order tracking system that permits the Government the capability to determine the complete history and current status of a particular order. The contractor shall report order status through the GSA Advantage or other

means requested by the ordering office.

13. ORDER MINIMUM:

The established minimum order amount shall be consistent with the contractor's IT Schedule 70 contract.

14. PARTIAL SHIPMENTS:

Unless otherwise agreed to or specifically authorized or requested by the ordering office in the individual order, partial shipments and partial invoices are not authorized under this BPA.

15. INSPECTION AND ACCEPTANCE:

The contractor shall only tender for acceptance those items that conform to the requirements of this BPA and the individual orders. The ordering office reserves the right to inspect or test any product(s) that have been tendered for acceptance. The ordering office may require repair or replacement of nonconforming or damaged items at no increase in price to the Government. The ordering office 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 item(s), unless the change is due to the defect in the item(s). Damaged or nonconforming items are the Contractor's responsibility and liability and the repair or replacement of such items shall not exceed the delivery timeframes specified in the order.

16. WARRANTY:

Warranty shall be in accordance with the terms and conditions of the vendor's schedule unless otherwise specified at the delivery/task order.

17. DELIVERY:

The contractor shall delivery based on the terms of individual delivery/task orders via the cloud, hard drive, DVD, USB drive or electronic delivery.

18. LICENSING:

The licensing terms and conditions as outlined in the below tiered structure will be specified in the individual delivery/task orders.

C. General Services Administration Blanket Purchase Agreement (BPA) License for Earth Observation Products and Services.

NOTE: Notwithstanding any order of precedence clause contained in the Earth Observation Contractor's GSA Federal Supply Schedule (FSS) contract, any Earth Observation Contractor subject to this GSA BPA for Earth Observation Products and Services agrees that the terms and conditions contained in this GSA BPA License shall take precedence over any conflicting terms located elsewhere in the contractor's GSA contract (e.g., commercial license terms, End User License Agreement).

The term "Derivative Products" as used in the Tiered Licenses means: Any product or information developed by the Ordering Agency from the licensed data or product and is irreversible and uncoupled from the licensed data and product and in which the data or product origin is not recognizable. Derivative Products may contain annotated imagery, alone or in conjunction with other third party or government information, thematic products derived from the licensed imagery, and simple screen captures of the licensed imagery.

In ordering Earth Observation Solutions data or products under this GSA Blanket Purchase Agreement, the ordering agency shall select one of the following License Tiers to govern the scope of the agency's use and dissemination of the Earth Observation Solutions data or products:

1. Tier 1 License (Single Agency Internal Use Only).

(a) Permitted Uses. Under a Tier 1 License, the Ordering Agency is granted by the Earth Observation Solutions Contractor a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

(i) Use, modify, reproduce, release, perform, display, or disclose the data or product for its internal use only.

(ii) Release the data or product to Ordering Agency support Contractors or academia, only for use on behalf of or in support of Ordering Agency, subject to the Ordering Agency support Contractors or academia agreeing in advance to –

(A) Be bound by the limitations of this GSA BPA License; and

(B) Return the data or product, including all copies, to its contracting agency upon completion of the contracting requirement.

(iii) Release the data or product to foreign nationals assigned or detailed to Ordering Agency, except that the foreign nationals shall only use the data or product in support of Ordering Agency's mission (i.e., no release to foreign partner government is authorized).

(iv) Make one copy of the data or product available on an Internet site, without associated metadata and without download capability, with the appropriate markings identifying the Earth Observation Solutions Contractor as copyright holder of the data or product (applicable to Categories 1 and 2 Imagery Licenses only).

(v) Create and release Derivative Products without restriction.

(b) Prohibited Uses. Under a Tier 1 License, Ordering Agency shall not:

(i) Use or release the Earth Observation Solutions products or data in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

2. Tier 2a License (Department of Defense/Intelligence Community Internal Use Only).

(a) Permitted Uses. Under a Tier 2a License, the Ordering Agency is granted by the Earth Observation Solutions Contractor all rights provided under a Tier 1 License and a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

(i) Release, display, or disclose the data or product internally within the Department of Defense (DoD) and the Intelligence Community (IC) (as defined in 50 U.S.C. 3003).

(ii) Authorize DoD and IC agencies to use, modify, reproduce, release, perform, display, or disclose the data or product among DoD and IC agencies.

(iii) Authorize DoD and IC agencies to release the data or product to DoD and IC agencies Contractors or academia, only for use on behalf of or in support of the Department of Defense and / or the Intelligence Community, subject to the support Contractor or academia agreeing in advance to –

(A) Be bound by the limitations of this GSA BPA License; and

(B) Return the data or product, including all copies, to its contracting agency upon completion of the contracting requirement.

(iv) Authorize DoD and IC agencies to release the data or product to foreign nationals assigned or detailed to the Department of Defense or the Intelligence Community, except that the foreign nationals shall only use the data or product in support of the Department of Defense or Intelligence Community's mission (i.e., no release to foreign partner government is authorized).

(v) Authorize recipients of the data or product to create and release Derivative Products without restriction.

(b) Prohibited Uses. Under a Tier 2a License, Ordering Agency or any other recipient shall not:

(i) Use or release the Earth Observation Solutions data or products in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

3. Tier 2b License (US Federal Civilian Government Internal Use Only).

(a) Permitted Uses. Under a Tier 2b License, the Ordering Agency is granted by the Earth Observation Solutions Contractor all rights provided under a Tier 1 License and a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

(i) Release, display, or disclose the data or product internally within the US Federal Civilian Government.

(ii) Authorize US Federal Civilian agencies to use, modify, reproduce, release, perform, display, or disclose the data or product among US Federal Civilian agencies.

(iii) Authorize US Federal Civilian agencies to release the data or product to US Federal Civilian agencies' Contractors or academia, only for use on behalf of or in support of the US Federal Civilian Agencies, subject to the support Contractor or academia agreeing in advance to –

(A) Be bound by the limitations of this GSA BPA License; and

(B) Return the data or product, including all copies, to its contracting agency upon completion of the contracting requirement.

(iv) Authorize US Federal Civilian agencies to release the data or product to foreign nationals assigned or detailed to the US Federal Civilian Agencies, except that the foreign nationals shall only use the data or product in support of the US Federal Civilian Agency mission (i.e., no release to foreign partner government is authorized).

(v) Authorize recipients of the data or product to create and release Derivative Products without restriction.

(b) Prohibited Uses. Under a Tier 2b License, the Ordering Agency or any other recipient shall not:

- (i) Use or release the Earth Observation Solutions data or products in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

4. Tier 2c License (US State, Local and Tribal Governments Internal Use Only).

(c) Permitted Uses. Under a Tier 2c License, the Ordering Agency is granted by the Earth Observation Solutions Contractor all rights provided under a Tier 1 License and a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

- (vi) Release, display, or disclose the data or product internally within the US State, Local and Tribal Governments.
- (vii) Authorize US State, Local and Tribal Governments to use, modify, reproduce, release, perform, display, or disclose the data or product among US State, Local and Tribal Governments.
- (viii) Authorize US State, Local and Tribal Governments to release the data or product to US State, Local or Tribal Government support Contractors or academia, only for use on behalf of or in support of the US State, Local, or Tribal Governments subject to the support Contractor or academia agreeing in advance to –

(A) Be bound by the limitations of this GSA BPA License; and

(B) Return the data or product, including all copies, to its contracting agency upon completion of the contracting requirement.

- (ix) Authorize US State, Local and Tribal Governments to release the data or product to foreign nationals assigned or detailed to the US State, Local and Tribal Governments, except that the foreign nationals shall only use the data or product in support of the US State, Local and Tribal Governments' mission (i.e., no release to foreign partner government is authorized).
- (x) Authorize recipients of the data or product to create and release Derivative Products without restriction.

- (d) Prohibited Uses. Under a Tier 2c License, the Ordering Agency or any other recipient shall not:
 - (ii) Use or release the Earth Observation Solutions data or products in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

5. Tier 3 License (United States Government, State Governments, Tribal Governments, Local Governments Internal Use Only).

(a) Permitted Uses. Under a Tier 3 License, the Ordering Agency is granted by the Earth Observation Solutions Contractor all rights provided under the Tier 2a, Tier 2b and Tier 2c Licenses and a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

- (i) Release, display, or disclose the data or product to Federal, State, Tribal and Local Governments.
- (ii) Authorize Federal, State, Tribal and Local Governments to use, modify, reproduce, release, perform, display, or disclose the data or product internally.
- (iii) Authorize Federal, State, Tribal and Local Governments to release the data or product to State, Local and Tribal Government support Contractors or academia, only for use on behalf of or in support of the respective government entity, subject to the support Contractor or academia agreeing in advance to –
 - (A) Be bound by the limitations of this GSA BPA License; and
 - (B) Return the data or product, including all copies, to its contracting agency upon completion of the contracting requirement.

(iv) Authorize recipients of the data or product to create and release Derivative Products without restriction.

(b) Prohibited Uses. Under a Tier 3 License, Ordering Agency or any other recipient shall not:

(i) Use or release the Earth Observation Solutions data or products in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

6. Tier 4 License (United States Government & Foreign Partners Internal Use Only).

(a) Permitted Uses. Under a Tier 4 License, Ordering Agency is granted by the Earth Observation Solutions Contractor all rights provided under a Tier 3 License and a limited, irrevocable, perpetual, non-exclusive, non-transferable license to:

(i) Release, display, or disclose the data or product to foreign governments or international or multi-national defense organizations (hereinafter referred to as Foreign Partners) only for use on joint projects with the United States Government (USG). In addition, this license permits use by allies/coalition partners when working on with USG organizations on combined projects. This includes projects where foreign nationals are involved, but the project has not been officially designated as combined. Coalition forces include the foreign Department/Ministry of Defense (DoD/MoD) and intelligence organizations, as well as headquarters elements of the UN, NATO, and similar coalitions.

(ii) Authorize Foreign Partners to use, modify, reproduce, release, perform, display, or disclose the data or product within the Foreign Partners only for use on joint projects with the USG.

(iii) Authorize Foreign Partners to release the data or product to Foreign Partner support Contractors, only for use on behalf of or in support of joint projects with the USG, subject to the support contractor agreeing in advance to –

(A) Be bound by the limitations of this GSA BPA License; and

(B) Return the data or product, including all copies, to the Foreign Partner upon completion of the contracting requirement.

(iv) Authorize recipients of the data or product to create and release Derivative Products without restriction.

(b) Prohibited Uses. Under a Tier 4 License, Ordering Agency or any other recipient shall not:

(i) Use or release the Earth Observation Solutions data or products in any manner inconsistent with subsection (a) without the Earth Observation Solutions Contractor's prior written consent.

7. Tier 5 License (Unlimited Rights).

(a) Permitted Uses. Under a Tier 5 License, Ordering Agency is granted by the Earth Observation Solutions Contractor an unlimited, irrevocable, perpetual, non-exclusive license to:

(i) Use, modify, reproduce, release, perform, display, or disclose the data or product in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

19. EMERGENCIES, DISASTERS, AND HUMANITARIAN EFFORTS (Efforts applicable to Category 1 Imagery Licenses only).

(a) In support of emergencies, disasters, and humanitarian efforts, the Ordering Agency may declare and disseminate or post on open web sites Category 1 imagery (hereinafter "imagery") licensed under this order regardless of whether the recipients are within the GSA BPA license user groups. The imagery will contain a copyright notice. After 30 days, the imagery will be handled in accordance with the terms and conditions of the applicable License Tier.

(b) The Contractor will be given notice within 24 hours after the start of the dissemination / posting of imagery under the authority of this clause.

(c) If the Contractor does not believe the situation constitutes an emergency, disaster or humanitarian effort, the Contractor has 24 hours after receiving notice to object to the dissemination / posting of imagery under this clause. If the parties cannot reach agreement, the matter will be resolved in accordance with the Disputes Clause and the other terms and conditions of this order.

(d) For purposes of this clause, the terms "emergencies, disasters, and humanitarian efforts" mean situations of great distress involving loss of human life or large-scale damage to property, caused by natural phenomenon, such as a cyclone / hurricane, tornado, earthquake, volcanic eruption, flood or forest fire, or by a technological accident, such as pollution by hydrocarbons, toxic or radioactive substances.

20. PUBLIC DOMAIN LICENSE (applicable to Aerial Capabilities Only)

Ownership of contract materials - The Government shall receive copyright and ownership to all data delivered under this contract, including but not limited to photographic materials,

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orthorectified imagery, elevation data, databases, and paper products, upon formal acceptance. The Contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this Blanket Purchase Agreement.

Unless data is identified as “for official use only,” or other sensitive markings the Contractor is encouraged to create, market, and sell derived works not related to or in direct competition with the data delivered under this contract. For example, if this contract requires 1-meter orthorectified imagery be delivered to the Government, the Contractor may create a digital surface model (DSM) from the original product and resell it to the general public or other Government agencies. However, the Government also maintains the rights to derive additional products from the data delivered under this Blanket Purchase Agreement.

No public distribution of the original or derived works shall be made prior to acceptance by the Government unless authorized by the Contracting Officer. Under no circumstances may the Contractor release data, including any derived works, identified as “for official use only” or other sensitive markings to the general public or other Government agencies unless authorized by the Contracting Officer. All raw and processed data for areas identified as “for official use only” or other sensitive markings shall be deleted from Contractors’, including all subcontractors, computers systems and storage devices at the end of contract period of performance unless authorized by the Contracting Officer.

21. CONTRACTOR CATALOG OF OFFERINGS:

- A. Within 5 days of BPA establishment, and of any modification to BPA items or pricing, the Contractor shall upload the BPA catalog to GSA Advantage reflecting awarded BPA prices for products and services available on the BPA.
- B. In addition to uploading their catalog into GSA Advantage, the Contractor shall provide an additional catalog that contains descriptive data on all available, previously ordered, and/or archived geospatial products and services in compliance with the GeoPlatform Profile of ISO 19115-1:2014 “Geographic Information – Metadata” encompassing extensions to Parts 1 and 3.

Note: See requirements and constraints specified below and the draft specification for the GeoPlatform Profile of ISO 19115-1:2014 at <https://github.com/GeoPlatform/iso-profile/blob/master/docs/NGPI-GeoPlatformMetadataProfile-DRAFT.docx> with additional support of the following EOS catalog fields: Category, Sub-Category, License Tiers available, pricing and Product Repository Location.

The contractor shall be in compliance with ISO 19115-1/2/3 specifications. The following metadata requirements support description, identification, search, discovery, ordering, and access of available imagery, derived products, and services available through the CIBORG catalog:

1. Image datasets, dataset series, derivative products, and online services are resources that shall be described for purposes of cataloging, discovery, and exploitation, using the ISO 19115 metadata standard for geographic information.
2. All ISO 19115 metadata shall conform to the schema and rules defined in Part 1 (ISO 19115-1:2014, Geographic information — Metadata — Part 1: Fundamentals), Part 2 (ISO 19115-2:2018, Geographic information — Metadata — Part 2: Extensions for acquisition and processing), and Part 3 (ISO 19115-3:2016, Geographic information — Metadata — Part 3: XML schema implementation for fundamental concepts).
3. For maximum interoperability, ISO 19115-1:2014 metadata shall be encoded in conformance with the rules for XML encoding and the schema defined by ISO 19115-3:2016.
4. Online catalogs of geographic dataset and service resources shall support identification, search, description and ordering of these resources in conformance with ISO 19115-1:2014 and encoded in conformance with ISO 19115-3:2016.
5. All image datasets and derivative products delivered electronically in fulfillment of an order shall also include, for purposes of identification and description of the resource in conformance with ISO 19115-2:2018 and encoded in conformance with Annex C of that document.
6. To maximize interoperability and machine-machine identification, discovery and exploitation, all available dataset, dataset series, derivative product, and service resources shall be described using the ISO 19115-3:2016 specification defining an XML syntax for the exchange of descriptions of online resources.
7. To maximize the interoperability and performance (precision and recall) of catalog searches, all available dataset, dataset series, derivative product, and service resources shall be described in a manner consistent with the ISO 19115-1/2/3 specifications referenced above and the following constraints:

- (a) The “extent” property of MD_Identification elements shall be mandatory.
- (b) The “geographicElement” property of EX_Extent elements shall be mandatory for all products.
- (c) All coordinate properties of EX_GeographicExtent elements (and its subclasses) shall be represented using the “WGS-84” (MIL-STD-2041(1)) coordinate reference system.
- (d) The “contentInfo” (MD_ContentInformation) property of MD_Metadata shall be mandatory for all products.
- (e) All MD_CoverageDescription elements shall be mandatory for all coverage type products.
- (f) All properties of MD_CoverageDescription elements (including those of the MD_ImageDescription specialization) shall be mandatory as applicable to the product being described.
- (g) All MD_RangeDimension elements (“attribute” property of MD_AttributeGroup) shall be mandatory as applicable to the product being described.
- (h) All properties of MD_RangeDimension elements (including those of the MD_SampleDimension and MD_Band specializations) shall be mandatory as applicable to the product being described.
- (i) The “spatialRepresentationInfo” (MD_Spatial Representation) property of MD_Metadata shall be mandatory for all products.
- (j) All properties of MD SpatialRepresentation (including all its specializations) shall be mandatory as applicable to the product being described.

The Contractor catalog shall initially be delivered in the form of a Microsoft Excel spreadsheet to the GSA BPA Contracting Officer. Once the GSA automated business solution becomes operational, the Contractor catalog and all subsequent product and service purchase descriptions shall be delivered electronically using APIs in compliance with the GeoPlatform Profile of ISO 19115-1:2014 (see above for details) and additional fields as noted above. The catalog shall be updated or refreshed as new products or services become available.

Vendors offering future imagery tasking will make collection availability through real time response to requests or provide reference-able schedules of future tasking availability.

22. REPORTING:

The Contractor shall report product and service delivery/availability to the catalog and shall report BPA tracking metrics to the GSA BPA Contracting Officer.

A. PURCHASE REPORTING: Coincident with the purchase of a product or service, the Contractor shall submit an Excel spreadsheet containing the above

catalog information with the addition of the information specified in the table below to the GSA BPA Contracting Officer. The descriptive data shall be delivered to the catalog at the time of product or service delivery to the purchaser. A template will be provided. Once the GSA automated business solution becomes operational, the Contractor catalog and all subsequent product and service purchase descriptions shall be delivered electronically using APIs in compliance with the GeoPlatform Profile of ISO 19115-1:2014 and additional fields as noted above.

B. The vendor shall provide such other reporting to the Ordering Agency as required in the Ordering Agency's delivery/task order.

FIELD	DEFINITION
EOS Master Agreement	Contract #; In the case of SIN 132-41, it is the individual contractor's BPA#. (REQUIRED, text, up to 35 characters)
Agency/Customer Order #	Task Order # specific to purchasing customer. (REQUIRED, text, up to 35 characters)
Agency/Customer Name	NOAA, Dept. of Commerce, Dept. of Interior-FWS, etc. (REQUIRED, text, up to 50 characters)
Service/Product Type	Service or Product Category (Analysis Type, Image Capture, Communications/Network (includes satellite, terrestrial, wireless, etc.), Security, Storage, Professional Services, Managed Services, etc.) (REQUIRED, text, up to 35 characters)
Service/Product CLIN/#	Contract identifier for that service or project. If there is not a contract identifier and the product/service is contractor specific, the contractor's P/N or service # should be provided (REQUIRED, text, up to 35 characters)
Service/Product	BRIEF Description of product or service. Ideally this is same as listing in task order and/or contract.

Description	(REQUIRED, text, up to 50 characters)
Geography/Market	BRIEF Description of product or service if there are geographical or market considerations that impact service/price/etc. (OPTIONAL, text, up to 50 characters)
Service/Product Unit Amount	Number that specifies Cost Per Unit. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)
Unit Amount Metric	Description of rate/price basis, e.g. \$/hour Analysis, \$/GB, Messages, Monthly Subscription Per XXXX. (REQUIRED, text, up to 35 Characters)
Unit Amount Currency	Text Pick List, default is USD (\$). (REQUIRED)
Quantity	Reflects amount of item purchased---hours, messages, subscriptions, network services, analysis, etc. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)
Subtotal	Subtotal of total purchase cost - should confirm charged subtotal is Unit x Quantity. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)
Taxes	Number that specifies local, state, national and/or other government tax charges. Enter 0.00 if applicable (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)
Other Charges	Number that specifies non-product/service and non-tax charges. Enter 0.00 if applicable. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)
Service/ Product Total	Number that specifies sum of Product/Service, Subtotal, Taxes, and Other Charges. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)

23. POINTS OF CONTACT (POCs):

Within 3 days of BPA award, the Contractor shall provide the BPA Senior Contracting Officer and Contract Specialist with both primary and alternate POCs.

24. CANCELLATION OF BPA: The Government reserves the right to cancel a BPA at any time for reasons including, but not limited to, if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing and service quality), the BPA holder is otherwise not in compliance with the BPA terms and conditions. The Contractor shall notify the BPA's Contracting Officer no less than 60 days prior to the expiration of Contractor's Federal Supply Schedule 70 contract. If for any reason the Contractor's Federal Supply Schedule 70 contract is terminated, the Contractor shall notify the BPA Contracting Officer within twenty-four (24) hours. The BPAs period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule 70 contract.

25. PROGRAM REVIEW:

The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the Government reserves the right to request a meeting in person. The meetings will include all BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders.

Some major Federal Government Agencies, and any approved State, Local Agencies and Tribunal may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

26. OFF-RAMPING:

GSA reserves the unilateral right to off-ramp BPA holders if it is determined to be in the Government's best interests. The BPAs are not contracts. Either the GSA Contracting Officer or a BPA holder may cancel the BPA upon written notice to the other party. The placement of orders under the BPAs is not guaranteed.

The cancellation of a BPA shall have no effect on a preexisting order placed under the BPA; such an order to include remaining option periods in such an order remains valid so long as the contractor's applicable GSA Schedule contract remains valid. A BPA holder's obligations under an existing order are not impacted by the cancellation of a BPA. Examples of why the Government may elect to off-ramp a BPA holder include but are not limited to the following:

1. Contractors who fail to maintain BPA awarded categories on the Contractor's GSA Schedule.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Contractors who fail to consistently provide a response to task order Request for Quotes.
4. Contractors who fail to complete task order objectives.

27. ON-RAMPING:

The Government reserves the right to reopen this RFQ in order to establish additional BPAs if the GSA Contracting Officer determines it to be in the best interest of the Government to increase competition, support socio-economic goals, or to achieve other Government interests or requirements.

The reopening of the solicitation (onboarding) will be achieved via a solicitation amendment to all Schedule 70 holders through eBuy. It is the Government's intent to evaluate quotes received in response to the reissued/reopened BPA RFQ in accordance with the same or substantially the same evaluation factors in this original BPA RFQ; those evaluation factors and other instructions if any shall be detailed in the reissued/reopened RFQ. On-ramped Contractor's quote must be rated equal to or higher than the lowest rated Contractor originally awarded a BPA within the Pool being applied for.

28. SECURITY CLEARANCES:

The Contractor may be required to obtain, or already possess, varying levels of security clearances in the performance of delivery/task orders issues under this BPA. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Contractors' IT Schedule 70 contract.

29. GEOSPATIAL STANDARDS:

The Contractor shall comply with Geospatial Standards, which may come from one or more of the following: DoD Information Technology (IT) Standards Registry (DISR), Federal Geographic Data Committee (FGDC), Open Geospatial Consortium (OGC), NATO Standardization Document Database (NSDD), GeoPlatform ISOProfile, etc.

30. DATA STRUCTURE FOR GSA eTOOLS: GSA eTools, including the Commercial Unclassified Business Environment (CUBE) when built, shall be used to the maximum extent possible for reporting. Although initial reporting of business metrics and EOS products and services shall be in the form of attachment(s) to emails, the final configuration is to be electronic reporting using standard APIs conforming to geospatial standards as noted in 27 above and such applicable future standards as they are developed and implemented (i.e., OGC Imagery API Standard, etc.).

31. DOCUMENTATION: The Contractor shall adhere to standards compliance, materials, documentation, and skill requirements.

a. Standards Compliance: The Ordering Agency may specify standards, security requirements, compliance, guidelines and instructions, and verification testing, which may include, but are not limited to, the following:

- Geospatial Standards (including metadata-tagging)
- Testing requirements
- Security guidelines and instructions
- Product quality
- Functional testing
- Usability
- Image quality

B. Documentation: The task order purchaser may specify programmatic and technical documentation – to include but not limited to – the following:

- Technical papers
- Reports
- Schedules
- Hardware bill of materials (BOM)
- Software BOM
-

C. Materials: In the unlikely event that the fulfillment of the task order requires hardware and/or software purchases in order to deliver the finished product or services, the Contractor shall coordinate any such purchase in advance with the purchaser's Contracting Officer and – if deemed necessary by the Government – shall be approved on a case by case basis.

D. Skill Requirements: In order to meet the requirements and capabilities required, the Contractor may have to demonstrate knowledge and expertise in – to include but not limited to – the following areas:

- Organization mission requirements,
- Understanding of the customer/purchaser
- Specialized Geospatial analytic skills and competencies
- System engineering
- Acquisition processes
- Data management processes
- Security management

32. GOVERNMENT POINTS OF CONTACT:

Charles Wingate | Phone 404-331-1632
Email: eosbpa@gsa.gov
Senior Contracting Officer
Office of Information Technology Category (ITC)
Federal Acquisition Service (FAS)
U.S. General Services Administration (GSA)

Kenneth Elrod | Phone 404-215-6870
Email: eosbpa@gsa.gov
Contract Specialist
Office of Information Technology Category (ITC) Federal
Acquisition Service (FAS)
U.S. General Services Administration (GSA)

33. CLAUSES:

DOD FAR 252.227-7025 Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)

U.S. General Services Administration (GSA **252.227-7025 Limitations on the Use or Disclosure of**

(a)

(1) For contracts in which the Government will furnish the Contractor with [technical data](#), the terms “covered Government support contractor,” “limited rights,” and “Government purpose rights” are defined in the clause at [252.227-7013](#), Rights in [Technical Data](#)-Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with [computer software](#) or [computer software](#) documentation, the terms “covered Government support contractor,” “government purpose rights,” and “restricted rights” are defined in the clause at [252.227-7014](#), Rights in Noncommercial [Computer Software](#) and Noncommercial [Computer Software](#) Documentation.

(3) For Small Business Innovation Research program contracts, the terms “covered Government support contractor,” “limited rights,” “restricted rights,” and “SBIR data rights” are defined in the clause at [252.227-7018](#), Rights in Noncommercial [Technical Data](#) and [Computer Software](#) - Small Business Innovation Research (SBIR) Program.

(b) [Technical data](#) or [computer software](#) provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited rights, restricted rights, or SBIR data rights legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display [technical data](#) received from the Government with limited rights legends, [computer software](#) received with restricted rights legends, or SBIR [technical data](#) or [computer](#)

[software](#) received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(2) *GFI marked with government purpose rights legends.* The Contractor shall use [technical data](#) or [computer software](#) received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its [subcontractors](#), suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be [made](#) to complete and sign the non-disclosure agreement at 227.7103-7.

(3) *GFI marked with specially negotiated license rights legends.*

(i) The Contractor shall use, modify, reproduce, release, perform, or display [technical data](#) or [computer software](#) received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) *GFI technical data marked with commercial restrictive legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical that is or pertains to a commercial [item](#) and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the [technical data](#) to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that -

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to -

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees -

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

C. EVALUATION AND BASIS FOR AWARD:

This procurement is being conducted in accordance with FAR Subpart 8.4. This is not a FAR Part 15 Contracting by Negotiation acquisition. The evaluation criteria for Earth Observation Solution BPAs will be based on the following:

For Pool One – Imagery, Minimally Processed Data and Derived Processed Data, the best value basis for awards will be determined by two evaluation factors, Technical Approach and Price, with Technical Approach being more significantly more important than Price. GSA intends to award approximately 15 BPAs with at least 5 awards reserved for small business for Pool One to the quoter who carry the full breadth of subcategories as Identified in Attachment A and provide a minimum of two tier licenses which must include Tier One License one that will apply towards all subcategories. If a vendor is tied at the number 15 position than price will be the deciding factor by taking random sampling of similar like items at the lowest BPA price from the vendor's catalog as identified in Attachment B and compare total BPA price.

For Pool Two - Structured Observations, Features and Objects, Analytic Assessments & Finished Products, the best value basis for awards will be determined by two evaluation factors, Technical Approach and Price, with Technical Approach being more significantly more important than Price. GSA intends to award approximately 15 BPAs with at least 5 awards reserved for small business for Pool Two to the top quoter's who carry the full breadth of subcategories as Identified in Attachment C and accept the BPA Terms and Conditions. If a vendor is tied at the number 15 position than price will be the deciding factor by taking a random sampling of similar like items at the lowest proposed BPA price from the vendor's catalog as identified in Attachment D and compare total BPA price of all line items.

The Government Intends to evaluate quotes and issue multiple BPAs based on completion of the self evaluation form for Pool One and Pool Two and Submission of Attachment B and Attachment D. Quotes should contain the vendor's best terms in the initial quote. The Government may, at its discretion, confer with a quoter to clarify quote details. The Government also reserves the right not to issue a BPA.

A. Technical Factor:

For Pool One - Imagery, Minimally, Derived Processed Data, The government intends to validate the vendor's self evaluation by reviewing Attachment B product offering and verifying that the products or service map to the subcategories descriptions as identified in Attachment A.

For Pool Two - Structured Observations, Features and Objects, Analytic Assessments & Finished Products, The government intends to validate the vendor's self evaluation by reviewing Attachment D product offering and verifying that the products or service map to the subcategories descriptions as identified in Attachment C.

B. Price:

Factor 2 - Vendors will be requested to provide a discount for each subcategory for Pool One on Attachment B tab labeled subcategory discounts and Pool Two on Attachment D tab labeled subcategory discounts.