

# Award Determination FOR OFFICIAL USE ONLY



GENERAL SERVICES ADMINISTRATION  
Federal Acquisition Service/  
GSA IT Schedule 70

General Services Administration  
Federal Acquisition Service

Blanket Purchase Agreement (BPA)

BPA NUMBER: 47QTCA19A0008

A. In the spirit of the Federal Acquisition Streamlining Act **GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL ACQUISITION SERVICE (FAS)** and **Radiant Analytic Solutions Inc.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Multiple Award Schedule (MAS) **GS-35F-273GA**. Multiple Award Schedule (MAS) contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

DocuSigned by:  
  
34343AFE33A9466 2/12/2019

Vendor \_\_\_\_\_ Date \_\_\_\_\_

Dan Donovan

Sr. Contracts Manager

CHARLES  
WINGATE

Agency / GSA

Digitally signed by  
CHARLES WINGATE  
Date: 2019.02.12  
15:05:28 -05'00'

\_\_\_\_\_ Date \_\_\_\_\_

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B. Pursuant to GSA Federal Supply Schedule Contract Number(s) **GS-35F-273GA** and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA Exclusively with U.S. General Services Administration:

1. The following products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the Schedule 70 contract, except as noted below:

Sub-Categories	Subcategory Discount
Subcategory - 1 - Un-named Objects	0%
Subcategory - 2 - Change Detection Services	0%
Subcategory - 3 - Space Based Persistent Infrared Sensors	0%
Subcategory - 4 - Observations as a Service	0%
Subcategory - 5 - Feature Extraction	0%
Subcategory - 6 - Named Features and Objects	0%
Subcategory - 7 - Human Geography	0%
Subcategory - 8 - Maps/Charts	0%
Subcategory - 9 - Analysis as a Service	0%
Subcategory - 10 - Observations as a Service	0%
Subcategory - 11 - Data as a Service	0%

2. The contractor's entire line of products, services, labor and subscriptions under their GSA Federal Supply Schedule (FSS) is available for purchase under this BPA at the discounts listed above.

## C. BPA TERMS AND CONDITIONS

### 1. OBJECTIVES:

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

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- 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.
- Provide flexibility in the procurement of responsive earth observation purchases.

### **2. SCOPE:**

The fundamental scope of the Earth Observation Solutions BPAs is to provide a streamlined process for Federal, State, Local Regional and Tribal governments via *cooperative purchase agreements* to procure Earth Observation Solutions.

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 contractor's GSA Schedule 70 SIN 132-41 catalog that fall within the subcategories of 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 contractor'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. Prices under this BPA shall include the GSA Industrial Funding Fee (IFF) in accordance with the underlying FSS Contract Clause GSAR 552.238-74 Industrial Funding Fee and Sales Reporting. Additionally, The Contractor shall report all sales under this BPA pursuant to GSAR 552.238-74 in the GSA Schedule Contract. Remittance of the GSA Industrial Funding Fee (IFF) shall be done in accordance with the underlying FSS Contract.

### **4. GSA PROGRAM FUNDING FEE:**

All program funding fees shall be included in the prices submitted, including in the Volume Based Discounts. The Government's cost of awarding, administering and managing this blanket purchase agreement is funded through the addition of a program funding fee. The GSA Program Funding Fee also 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 placing orders against the BPA and reporting. This

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program funding fee shall be comprised of the GSA Industrial Funding Fee (IFF) set at .75 percent and an additional Administrative Contracting and Technical fee of 1.00 percent for the BPA, which may be subject to decrease at any time. The Contractor shall include a GSA Program Funding Fee of 1.75 percent into its BPA unit price(s). Quoted prices (including the 1% program fee) must be equal to or less than your GSA Schedule price. Upon revision, Contractors are 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 to the Government, following notification to the contractor. Fees not paid within thirty (30) days are considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the BPA, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, interest). Failure of the Contractor to pay the fees in a timely manner may result in termination of the BPA.

### **5. PERIOD OF PERFORMANCE:**

The period of performance for the Earth Observation Solutions Multiple Award BPAs is a five year base period from date of award. Date of award is February 12, 2019 through February 11, 2024. There are no optional periods.

### **6. AUTHORIZED USERS:**

Authorized users include all Federal, State, Local, Regional and Tribal Government agencies via cooperative purchasing.

### **7. OBLIGATION OF FUNDS:**

**The BPAs do not obligate any funds.** Funding will be identified/obligated 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). The Government is obligated only to the extent of orders placed under the established BPAs.

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### **8. INVOICES:**

Invoicing requirements 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 these agreements (Pool Two) will be \$225 million over the life of these BPAs. This is neither a ceiling amount nor the accumulated value of delivery/task orders issued under the BPA. 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 Two contractors .

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 contractor does not intend to submit a quote on a delivery/task request for quotes, the contractor 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 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 a nominal fee that is determined to be fair and reasonable at the ordering level.

GSAM 552.238-79 Use of Federal Supply Schedule Contracts by Non-Federal Entities, applies to all orders under the EOS BPAs.

In accordance with GSAM 507.105(c)(3)(iii) Contents of Acquisition Plans – The approval requirements in this subparagraph do not apply to additional data elements added to a task/delivery order or blanket purchase agreement. However, coordination with the applicable category manager is required.

### **11. ORDER RESPONSIVENESS:**

For all orders placed under this agreement, the Contractor shall provide acknowledgement of order within 24 hours of receipt of order to the ordering office, excluding weekends and federal 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

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particular order. The contractor shall report order status through the GSA Advantage or other means requested by the ordering office.

### **12 ORDER MINIMUM:**

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

### **13. DISQUALIFICATIONS:**

GSA has identified the following situations that will likely disqualify the successful contractor from receiving a Task Order under this BPA or future Task Orders due to an Organizational Conflict of Interest (OCI):

- The contractor receiving a Task Order under this BPA will likely be considered to have a conflict of interest that cannot be mitigated if it has knowledge that would give the contractor an unfair advantage in a related acquisition, including information from any work developing, supporting, or maintaining any GSA transactional system containing sensitive business information.

None of the foregoing precludes the Offeror from participating on RFP's or RFQ's from a GSA organization outside of ITC.

### **14. MITIGATION:**

GSA will review any mitigation plan submitted to determine whether the plan fully and adequately addresses the potential OCI concern.

An offeror with a perceived Organizational Conflict of Interest may be eligible for award with the appropriate mitigation plan. However, it would be advantageous for the contractor to:

- a. Avoid assisting GSA with writing of requirements and/or solicitations in which the contractor may have interest in participating.
- b. Establish safeguards to ensure information from participants on any Task Order under this BPA to proposal teams in the company, or to management, who might inadvertently transmit information to proposal teams in the company.

### **15. PARTIAL SHIPMENTS:**

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

### **16. INSPECTION AND ACCEPTANCE:**

The contractor shall only tender for acceptance those items that conform to the requirements of this BPA and subsequent 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.

### **17. WARRANTY:**

Warranty shall be in accordance with the terms and conditions of the contractor's GSA Schedule Contract unless otherwise specified at the delivery/task order.

### **18. DELIVERY:**

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

### **19. LICENSING: ~~Not Applicable to Pool Two.~~**

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

~~Order of Precedence. This BPA is subject to the terms and conditions provided in the Contractor's GSA FSS Contract (e.g., commercial license terms, End User License Agreement) as well as those outlined in this BPA. In the event of an inconsistency between~~

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~~the terms and conditions of this BPA and the Contractor's FSS Contract, the GSA FSS Contract will take precedence over this BPA. The terms and conditions of this BPA shall apply to all orders made pursuant to it. In the event of an inconsistency between the terms and conditions of this BPA and any terms and conditions contained in the individual orders issued pursuant to it, the provisions of this BPA will take precedence. Betterments, if any, proposed by the contract under this BPA, or the individual orders issued against it, which exceed the requirements identified in the FSS Contract or this BPA shall be considered the new requirements upon award and shall be met by the contractor.~~

~~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).~~  
**Not Applicable to Pool Two.**
  
2. ~~Tier 2a License (Department of Defense/Intelligence Community Internal Use Only).~~  
**Not Applicable to Pool Two.**
  
3. ~~Tier 2b License (US Federal Civilian Government Internal Use Only).~~  
**Not Applicable to Pool Two.**
  
4. ~~Tier 2c License (US State, Local and Tribal Governments Internal Use Only).~~  
**Not Applicable to Pool Two.**



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

**Not Applicable to Pool Two.**

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

**Not Applicable to Pool Two.**

7. ~~Tier 5 License (Unlimited Rights).~~

**Not Applicable to Pool Two.**

### **~~20. EMERGENCIES, DISASTERS, AND HUMANITARIAN EFFORTS (Efforts applicable to Category 1 Imagery Licenses only).~~**

**Not Applicable to Pool Two.**

~~(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.~~

### **~~21. PUBLIC DOMAIN LICENSE (applicable to Aerial Capabilities Only)~~**

**Not Applicable to Pool Two.**

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~~Ownership of contract materials: The Government shall receive copyright and ownership to all data delivered under this contract/task order, including but not limited to photographic materials, 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 restrictive 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 restrictive markings shall be deleted from the Contractors’, including all subcontractors, computers systems and storage devices at the end of contract period of performance unless authorized by the Contracting Officer.~~

### **22. LICENSE UPLIFT**

Not Applicable to Pool Two.

### **23. 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

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additional support of the following EOS catalog fields: Category, Sub-Category, ~~License Tiers available~~, pricing and Product Repository Location.

The following define common requirements for suppliers to publish metadata about available image, derived product, and service offerings to the CIBORG Catalog for purpose of description, identification, search, and discovery by CIBORG Catalog consumers:

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. Supplier's online catalogs of geographic dataset and service offerings 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:
  - (1) The "extent" property of MD\_Identification elements shall be mandatory.
  - (2) The "geographicElement" property of EX\_Extent elements shall be mandatory for all products.

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- (3) All coordinate properties of EX\_GeographicExtent elements (and its subclasses) shall be represented using the “WGS-84” (MIL-STD-2041(1)) coordinate reference system.
- (4) The “contentInfo” (MD\_ContentInformation) property of MD\_Metadata shall be mandatory for all products.
- (5) All MD\_CoverageDescription elements shall be mandatory for all coverage type products.
- (6) All properties of MD\_CoverageDescription elements (including those of the MD\_ImageDescription specialization) shall be mandatory as applicable to the product being described.
- (7) All MD\_RangeDimension elements (“attribute” property of MD\_AttributeGroup) shall be mandatory as applicable to the product being described.
- (8) 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.
- (9) The “spatialRepresentationInfo” (MD\_SpatialRepresentation) property of MD\_Metadata shall be mandatory for all products.
- (10) All properties of MD\_SpatialRepresentation (including all its specializations) shall be mandatory as applicable to the product being described.
- (11) The “graphicOverview” property (domain: MD\_BrowseGraphic) of MD\_DataIdentification elements shall be mandatory for applicable EOS products such as imagery (EO Pan/MS/HS and SAR). The "fileName" property of MD\_BrowseGraphic must be a unique and persistent URL (a "permalink") for a file that is online and publicly resolvable.

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 the Application Program Interface (API) standard format in compliance with the GeoPlatform Profile of ISO 19115-1:2014 (see above for details) and additional fields as noted above. A GeoPlatform compliant API example has been included for your reference.

Please see Attachment E for GeoPlatform compliant API. The catalog shall be updated or refreshed as new products or services become available.

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

### 24. 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: 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 contractor 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)

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<p>Agency/Customer Point of Contact</p>	<p>Name of person who placed order with email address or phone number if email address is not available</p>
<p>Service/Product CLIN/#</p>	<p>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)</p>
<p>Service/Product Description</p>	<p>BRIEF Description of product or service. Ideally this is same as listing in task order and/or contract. (REQUIRED, text, up to 50 characters)</p>
<p>Geography/Market</p>	<p>BRIEF Description of product or service if there are geographical or market considerations that impact service/price/etc. (OPTIONAL, text, up to 50 characters)</p>
<p>Service/Product Unit Amount</p>	<p>Number that specifies Cost Per Unit. (REQUIRED, number, up to 22 digits total – 20 digits plus two decimal places)</p>
<p>Unit Amount Metric</p>	<p>Description of rate/price basis, e.g. \$/hour Analysis, \$/GB, Messages, Monthly Subscription Per XXXX. (REQUIRED, text, up to 35 Characters)</p>

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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)

### 25. 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 company POCs.

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### **26. 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), and 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.

### **27. 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 Federal Government Agencies and any approved State, Local and Tribal agencies 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.

### **28. 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 pre existing order placed under the BPA; such an order to include remaining option periods on 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:



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

### **29. 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 GSA 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.

### **30. SECURITY CLEARANCES:**

The Contractor may be required to obtain, or currently 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.

### **31. 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.

### **32. 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 email, the final configuration is to be electronic reporting using standard APIs conforming to geospatial standards as noted in 29 above and such applicable future standards as they are developed and implemented (i.e., OGC Imagery API Standard, etc.).

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### **33. 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:

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

### **34. PAST PERFORMANCE INFORMATION**

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractors are required to register in the CPARS, so Contractor's may review and comment on past performance reports submitted through the CPARS. The CPARS and PPIRS websites are as follows:

CPARS <https://www.cpars.csd.disa.mil/>

PPIRS <http://www.ppirs.gov>

Past performance is not a part of the evaluation and selection process for BPA award.

### **35. SOLICITATION 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.

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(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

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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;

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- (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.

**GSAM 552.238-79 Use of Federal Supply Schedule Contracts by Non-Federal Entities.  
(JUL 2016)**