



## AgSat - USDA Satellite Blanket Purchase Agreement (BPA)

**Solicitation Number: AG-8447-S-12-0006**

Agency: Department of Agriculture

Office: Farm Service Agency

Location: Aerial Photography Field Office

**Notice Type:**

Combined Synopsis/Solicitation

**Posted Date:**

June 13, 2012

**Response Date:**

Jun 28, 2012 4:30 pm Mountain

**Archiving Policy:**

Automatic, 15 days after response date

**Archive Date:**

July 13, 2012

**Original Set Aside:**

N/A

**Set Aside:**

N/A

**Classification Code:**

T -- Photographic, mapping, printing, & publication services

**NAICS Code:**

541 -- Professional, Scientific, and Technical Services/541922 -- Commercial Photography

**Synopsis:**

Added: Jun 13, 2012 10:54 am

Combined Synopsis/Solicitation

Solicitation Number AG-8447-S-12-0006

AgSat - USDA Satellite Blanket Purchase Agreement (BPA)

This Request for Quotation (RFQ) is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

Offers submitted in response to this solicitation shall provide the following information: (1) Completed Standard Form 1449 (Attachment); (2) Pricing including price lists and quantity discounts; (3) Technical and past performance statements; and (4) Licensing standards and options. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (i) price; (ii) technical capability of the item(s) offered to meet the Government requirements; and (iii) past performance (see FAR 15.304) (listed in descending order of importance). Technical and past performance, when combined, are approximately equal to price. Offers shall be submitted to:

USDA, FSA, Aerial Photography Field Office

Contracting Office

2222 West 2300 South

Salt Lake City, Utah 84119-2020

P.O.C.: Jacque La Croix (801) 844-2915, [Jacque.lacroix@slc.usda.gov](mailto:Jacque.lacroix@slc.usda.gov)

This is an unrestricted RFQ. All responsive and responsible firms may submit proposals for consideration.  
U.S. Department of Agriculture (USDA)  
Farm Service Agency (FSA)  
Aerial Photography Field Office (APFO)

#### AgSat Satellite Imagery Statement of Requirements

The USDA, FSA, APFO is issuing this combined synopsis/solicitation to establish Blanket Purchase Agreements (BPAs) with firms capable of meeting USDA's requirements for satellite imagery in support of its various programs. The "AgSat" BPAs will provide a purchasing vehicle through which orders for satellite imagery can be efficiently and expeditiously issued. These BPAs will be open for orders from all USDA agencies and are intended to cover a performance period not to exceed five years. Satellite imagery providers shall be capable of meeting the following general requirements:

- \* Nominal 1-meter ground sample distance (GSD), optional sub-meter GSD
- \* Minimum pan or 3-band, optional multispectral, hyperspectral, or better imagery
- \* The imagery will be provided in its native bit depth and not rescaled, unless otherwise specified.
- \* Minimum georeferenced imagery, optional stereo coverage and/or orthorectified imagery.
- \* Projection and coordinate system will be defined by order.
- \* Horizontal accuracy will be defined by order.
- \* Nominal cloud cover 10% or less, unless otherwise specified.
- \* Image file format shall be compatible with common image analysis software packages. Formats include but may not be limited to GeoTIFF (.tif), IMG/IGE (.img, .ige), JPEG2000 (.jp2), ECW (.ecw), MrSID (.sid) and NITF (National Imagery Transmission Format).
- \* Federal Geographic Data Committee (FGDC) compliant metadata is required with optional FGDC Remote Sensing Extensions as required per order.
- \* Nadir satellite imagery observations are preferred. For orders with off-nadir observation capabilities, view angles up to 20 degrees are acceptable and over 20 degrees may be acceptable per order requirements.
- \* Acquisition area of interest to be world-wide, and can be as small as a subset of a scene (per satellite specifications) to no limitation of area; these will be defined per specific order.
- \* Furnish all personnel, facilities, services, equipment, supplies, materials, and transportation to provide the satellite imagery that is requested.
- \* Provide imagery in accordance with various standards, specifications, and areas of interest as specified in individual BPA orders. Requirements outside normal parameters may be requested.
- \* The imagery provider shall inspect all completed BPA orders prior to delivery to the government to ensure compliance with all order requirements and specifications.
- \* Delivery options via media or electronic.
- \* License options will be available for all federal/civil, identified federal/civil partners (e.g. partner agencies participating in emergency response efforts), state, local and tribal governments.

The ordering activity shall place a firm-fixed-price order directly with the contractor in accordance with the terms and conditions of the BPA and pricelists. Prior to placement of the order, the ordering activity shall ensure that the regulatory and statutory requirements of the requiring agency have been applied. Orders shall include the following information in addition to any information required by the schedule contract:

- \* Complete shipping and billing addresses.
- \* Contract number and date.

- \* Agency order number.
- \* F.o.b. delivery point; i.e., destination.
- \* Discount terms.
- \* Delivery time or period of performance.
- \* Special item number or stock number.
- \* File naming convention
- \* Point Of Contact

## BLANKET PURCHASE AGREEMENT

### TERMS AND CONDITIONS

#### ARTICLE 1 - ACCEPTANCE OF BLANKET PURCHASE AGREEMENT (BPA)

The Contractor's unconditional acceptance of this BPA, including all terms and conditions herein shall be considered binding upon the delivery of the first order placed hereunder by a Contracting Officer. Failure of the Contractor to comply with any of the terms and conditions or the schedules or any order placed hereunder may be cause for the immediate termination of this BPA.

#### ARTICLE 2 - EXTENT OF OBLIGATION

The Government will be obligated under this BPA only to the extent of such orders as executed by a Contracting Officer. BPAs will be open for orders from all USDA agencies and cover a performance period not to exceed five years from the date of award.

#### ARTICLE 3 - PRICING

The Contractor's prices shall be as low as, or lower than those charged the Contractor's most favored customer, in addition to the actual discount allowed the Government.

#### ARTICLE 4 - NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE ORDERS AND MAKE CHANGES

In addition to the Contracting Officer, the following personnel are authorized to issue orders under this BPA: All procurement authorized personnel within Department of Agriculture and its various agencies.

The APFO Contracting Officer is the only individual authorized to make changes to the orders. Therefore, unless changes are received in writing by the Contractor from the Contracting Officer, the Contractor assumes all risks involved in any change made to the order placed in accordance to this BPA.

## ARTICLE 5 - SHIPPING INSTRUCTIONS

Shipment(s) of all items called for herein shall be as designated on the individual order.

## ARTICLE 6 - MARKING

All markings on shipping containers shall be clearly legible from a distance of 36 inches, may be applied by stencil, rubber stamp or lacquer over coated gummed label. Identical requirements shall be imposed on all sub-tier Contractors.

Delivery Statements: Requirements for all shipments under the BPA shall be accompanied by delivery statements or sales slips that contain the following minimum information:

- \* Name of Contractor
- \* BPA Number
- \* Date of Purchase
- \* Order No., Call No. or PC No.
- \* Itemized list of products furnished
- \* Quantity, Unit price, and extension of each item.
- \* Date of delivery or shipment.

## ARTICLE 7 - DELIVERIES (BPA)

To the maximum extent practical, all orders placed under this BPA will be shipped complete to the address indicated on the order. All deliveries shall be made within the schedule agreed upon at the time the order is placed.

## ARTICLE 8 - INVOICE PROCEDURES

The Contractor shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the BPA order to receive invoices. An invoice shall include -

- \* Name and address of the Contractor
- \* Invoice date
- \* BPA number and the order number
- \* Description, quantity, unit of measure, unit pricing and extended price of the items delivered
- \* Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading.
- \* Terms of any prompt payment discount offered
- \* Name and address of official to whom payment is to be sent; and
- \* Name, title, and phone number of person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3909) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

Credit Card invoices shall be paid in accordance with FAR 52.232-36, Payment by Third Party (FEB 2010).

#### ARTICLE 9 - REQUESTS FOR QUOTATION

Requests for quotation regarding orders can be made either in writing or orally.

#### ARTICLE 10 - NOTIFICATION OF DELAY IN DELIVERY SCHEDULE

The Contractor shall notify the Contracting Officer one day after receipt of an order, if for some valid reason the cited delivery schedule cannot be met. Additionally, if in the performance of an order, the Contractor finds it cannot deliver as required, the Contractor shall promptly notify the Contracting Officer by letter or e-mail, and shall indicate when delivery will be accomplished. If the Government grants an extension to the delivery schedule, the Government will require consideration adequate to affect the change. Repeated failure to deliver may result in exclusion of the Contractor from proposing on future work under this BPA.

#### ARTICLE 11 - INSPECTION AND ACCEPTANCE

Final inspection and acceptance by the Contracting Officer's Representative (COR) stated on the order, or by other individuals designated by the ordering official may be made at the Contracting Officer's facility or at the location identified in the order.

Acceptance shall be deemed to have occurred constructively - for the sole purpose of computing any interest penalty that might be due the Contractor under the Prompt Pay Act - on the 30th day after the Contractor had delivered the imagery products in accordance with the terms and conditions of the BPA, unless there is a disagreement over quality or quantity. In the event actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be on the date of actual acceptance.

#### ARTICLE 12 - NOTICE OF DISCONTINUANCE OF BPA

If a contractor delivers a supply or service, but it does not conform to the order requirements, the ordering activity shall take appropriate action in accordance with the inspection and acceptance clause of the contract, as supplemented by the order.

If the contractor fails to perform an order, or take appropriate corrective action, the ordering activity may terminate the order for cause or modify the order to establish a new delivery date (after obtaining consideration, as appropriate). This BPA provides for the unilateral discontinuance of this BPA upon 30 days written notice by either party.

ARTICLE 13 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

The following clauses are hereby incorporated in this BPA by reference with the same force and affect as set forth in full. Upon request, the Contracting Officer will make their full text available. The provisions and clauses are those in effect through Federal Acquisition Circular 2005-58 (May 18, 2012).

CLAUSE TITLE DATE

FAR:

- 52.212-1 Instructions to Offerors-Commercial Items FEB 2012
- 52.212-3 Offeror Representations and Certifications-Commercial Items APR 2012
- 52.212-4 Contract Terms and Conditions-Commercial Items FEB 2012

ARTICLE 14 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (5) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (6) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (7) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (8) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (9) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (10) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (11) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (12) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (13) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

- (14) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (15) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (16) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (17) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C.4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42). (ii) Alternate I (Mar 2012) of 52.225-3. (iii) Alternate II (Mar 2012) of 52.225-3. (iv) Alternate III (Mar 2012) of 52.225-3.
- (18) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (19) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (20) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (21) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (22) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (23) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

<p><b>SF1449_AGSAT_BPA.pdf</b></p> <p><b>Type:</b> Other (Draft RFPs/RFIs, Responses to Questions, etc..)</p> <p><b>Posted Date:</b> June 13, 2012</p>
<hr/> <p><a href="#">SF1449_AGSAT_BPA.pdf</a> (592.55 Kb)</p> <p><b>Description:</b> SF-1449 for this solicitation.</p>

**Contracting Office Address:**

2222 West 2300 South  
Salt Lake City, Utah 84119-2020

**Place of Performance:**

USDA-FSA-Aerial Photography Field Office  
2222 West 2300 South  
Salt Lake City, Utah 84119  
United States

**Primary Point of Contact.:**

Jacque La Croix,  
Contracting Officer  
[jacque.lacroix@slc.usda.gov](mailto:jacque.lacroix@slc.usda.gov)  
Phone: 801-844-2915  
Fax: 801-956-3640

ALL FILES

[SF1449 AGSAT BPA.pdf](#) 

Jun 13, 2012

[SF1449 AGSAT BPA.g](#)

---

**Opportunity History**

■ **Original Synopsis**

Jun 13, 2012

10:54 am