

**ASTRO Solicitation Number: 47QFCA20R0026**

**Amendment 3**

**COVER PAGE**

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 BACKGROUND

This ASTRO solicitation shall establish a family of ten separate, individual, Multiple Award (MA), Indefinite Delivery/Indefinite Quantity (IDIQ) contracts that encompass a variety of services related to manned, unmanned, and optionally manned platforms and robotics as defined in Section C.

Hereafter, the family of ASTRO MA-IDIQ contracts, as a whole, will be referred to as the Master Contract. Each individual Master Contract will be referred to as a Pool within the Master Contract. The ASTRO Contracting Officer (CO) at the Master Contract level will be referred to as the ASTRO CO, and the CO at the task order level will be referred to as the Ordering CO (OCO).

ASTRO is available for use by the GSA FAS AAS FEDSIM organization and any GSA AAS CO granted a Delegation of Procurement Authority (DPA) specifically authorized by the ASTRO CO(s).

#### B.1.1 MINIMUM GUARANTEE AND MAXIMUM DOLLAR CEILING (MASTER CONTRACT)

The minimum guarantee is \$3,500 for each contract in each Pool that does not obtain a task order award during the ordering period of the Master Contract.

There is no maximum dollar ceiling for the Master Contract as a whole or for each individual Pool.

#### B.1.2 MINIMUM DOLLAR LIMITATION AND MAXIMUM DOLLAR CEILING (TASK ORDER)

The minimum dollar limitation for an individual task order shall be equal to or greater than the simplified acquisition threshold as defined in FAR 2.101, including the total value of the base period and all option periods combined.

There is no maximum dollar ceiling for an individual task order. An unlimited number of task orders may be placed during the Master Contract's ordering period.

### B.2 POOLS

This table identifies the Pools of ASTRO:

<b>DATA OPERATIONS POOL</b>
Function: Performance of Data Operations including all data collection, processing, exploitation, and dissemination activities associated with manned, unmanned, and optionally manned platforms and robotics supporting mission performance. This includes traditional labor services as well as “as a service” support.
North American Industry Classification System (NAICS) Code and Title: 541990 – All Other Professional, Scientific, and Technical Services
Small Business Size Standard: \$16.5 Million

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>MISSION OPERATIONS POOL</b>
Function: Mission Operations includes performance of operational services not included in Data Operations associated with manned, unmanned, and optionally manned platforms and robotics supporting mission performance. This includes traditional labor services as well as “as a service” support.
NAICS Code and Title: 541990 – All Other Professional, Scientific, and Technical Services
Small Business Size Standard: \$16.5 Million
<b>AVIATION POOL</b>
Function: Maintenance, repair, and overhaul of manned, optionally manned, and unmanned aircraft.
NAICS Code and Title: 488190 – Other Support Activities for Air Transportation
Small Business Size Standard: \$35 Million
<b>GROUND POOL</b>
Function: Maintenance, repair, and overhaul of manned, optionally manned, and unmanned ground platforms and industrial machinery.
NAICS Code and Title: 488999 – All Other Support Activities for Transportation
Small Business Size Standard: \$8 Million
<b>SPACE POOL</b>
Function: Maintenance, repair, and overhaul of manned, optionally manned, and unmanned space platforms.
NAICS Code and Title: 488190 – Other Support Activities for Air Transportation
Small Business Size Standard: \$35 Million
<b>MARITIME POOL</b>
Function: Maintenance, repair, and overhaul of manned, optionally manned, and unmanned maritime platforms.
NAICS Code and Title: 336611 – Ship Building and Repairing
Small Business Size Standard: 1,250 employees

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

<b>DEVELOPMENT/SYSTEMS INTEGRATION POOL</b>
Function: Systems integration, improvement, and/or engineering associated with manned, unmanned, and optionally manned platforms.
NAICS Code and Title: 541330 – Engineering Services
Small Business Size Standard: \$41.5 Million (based on the 541330 exceptions)
<b>RESEARCH POOL</b>
Function: All R&D associated with manned, unmanned, optionally manned, and counter Unmanned Systems (UxS) platforms
NAICS Code and Title: 541715 – Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
Small Business Size Standard: 1,000 Employees
<b>SUPPORT POOL</b>
Function: All support services (except training) required for successful execution of a product, program, project, or process regarding platforms and robotics for land, air, sea, or space; the planning necessary to support operational missions; and the analysis of the results of an operational mission.
NAICS Code and Title: 541990 - All Other Professional, Scientific, and Technical Services
Small Business Size Standard: \$16.5 Million
<b>TRAINING POOL</b>
Function: All training (the providing of instruction) services required for successful execution of a product, program, project, or process regarding platforms and/or robotics for land, air, sea, or space.
NAICS Code and Title: 611699 – All other Miscellaneous Schools and Instruction
Small Business Size Standard: \$12 Million

### **B.3 TASK ORDER CONTRACT TYPES**

The Master Contract allows for all contract types at the task order level including Fixed-Price (all types), Cost-Reimbursement (all types), Incentive (all types), Time-and-Materials (T&M), and Labor-Hour (LH).

When applicable to the requirement, task orders may combine more than one contract type and include multi-year or option periods, performance based procedures, classified and/or unclassified, and commercial and/or non-commercial items.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

OCOs should identify the contract type(s) and whether or not the task order is considered commercial or non-commercial in the task order solicitation and award.

Terms and conditions, clauses, and provisions should be appropriate to the contract type(s), commercial and/or non-commercial items.

### **B.3.1 FIXED PRICE**

The various Fixed Price contract types are defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts, and other applicable regulatory supplements.

### **B.3.2 COST REIMBURSEMENT**

The various Cost Reimbursement contract types are defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and other applicable regulatory supplements.

The contractor shall maintain an approved accounting system, as approved by the cognizant Administrative CO (ACO) of the Defense Contract Management Agency (DCMA) or other Cognizant Federal Agency (CFA), and validated by the ASTRO CO to permit timely and accurate development of all necessary cost data in the format required by the proposed cost-reimbursement contract type.

The contractor may be required to submit a cost proposal with supporting information for each cost element including, but not limited to, direct labor, Cost Accounting Standards (CAS) disclosures, fringe benefits, overhead, general and administrative expenses, facilities capital cost of money, other direct costs, and fee consistent with its approved accounting system and, if applicable, Provisional Billing Rates (PBRs) and Forward Pricing Rate Agreements (FPRAs).

### **B.3.3 INCENTIVE**

The various Incentive contract types are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable regulatory supplements.

### **B.3.4 T&M AND LH**

T&M and LH contract types are defined under FAR Subpart 16.6, T&M and LH Contracts, and other regulatory supplements.

The contractor shall maintain an approved accounting system, as approved by the cognizant ACO of the DCMA or other Cognizant Federal Agency (CFA) and validated by the ASTRO CO, to permit timely and accurate development of all necessary cost data in the format required by the proposed T&M or LH contract type.

## **B.4 TASK ORDER LABOR**

The Master Contract provides the flexibility to utilize labor categories for Contiguous United States (CONUS), Outside CONUS (OCONUS), specialized labor, construction wage rate requirements, professional services, service contract labor standards, or any combination thereof, at the task order level. The OCO is the authority in establishing what kind of labor is appropriate for each task order requirement.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.4.1 CONUS STANDARDIZED LABOR CATEGORIES**

CONUS labor is defined as in-scope labor being performed in the 48 contiguous states plus the District of Columbia.

The Master Contract provides for standardized labor categories in CONUS for utilization at the task order level. CONUS standardized labor is defined as all labor for which the expertise required or duties performed are within the scope of the Master Contract and task order in accordance with labor categories set forth in Section J.1, Attachment A.

CONUS standardized labor categories correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data at [www.bls.gov](http://www.bls.gov). CONUS standardized labor categories are individual labor categories that are mapped to a single SOC and functional description.

The contractor may propose CONUS standardized labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of CONUS standardized labor. CONUS standardized labor categories are encouraged, but not mandatory for use at the task order level. The OCO should indicate in the task order solicitation whether or not contractors shall submit labor pricing using the Master Contract's CONUS standardized labor categories in their task order proposals.

The contractor shall become proficient in the use of the BLS SOC system and CONUS standardized labor categories identified in Section J.1, Attachment 1 in preparation for submitting cost/price proposals under task order solicitations that require CONUS standardized labor category submissions.

### **B.4.2 OCONUS LABOR**

OCONUS is defined as in-scope labor being performed in other than the 48 contiguous states plus the District of Columbia. OCONUS labor is defined as all labor for which the expertise required or duties performed are within the scope of the Master Contract and task order. The contractor may propose OCONUS labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of OCONUS labor.

The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR but, they shall not receive allowance and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable regulatory supplements.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.4.3 SPECIALIZED LABOR**

Specialized labor is defined as any labor for which the expertise required or duties performed are within the scope of the Master Contract and task order, but are not identified by the standardized labor categories.

When CONUS standardized labor categories are not mandatory or not able to be mapped directly by the contractor, the contractor may propose specialized labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of specialized labor.

### **B.4.4 CONSTRUCTION WAGE RATE REQUIREMENTS**

When labor for construction, alteration and repair are within the scope of the Master Contract and task order, construction wage rate requirements shall be implemented in accordance with FAR Subpart 22.4 and other regulatory supplements, as applicable. The OCO shall identify such work in the task order solicitation and make a determination as to whether wage determinations are to be applied or not.

The Department of Labor (DoL) is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. Determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

The Master Contract does not include a complete list of clauses or provisions that flow down to the task order level requirements. The OCO shall incorporate all the appropriate clauses and provisions in each task order solicitation and subsequent award when construction, alteration, and repairs are within the scope of the Master Contract and task order requirement. When applicable, the OCO shall incorporate wage determinations subject to construction wage rate requirements in the task order award.

### **B.4.5 SERVICE CONTRACT LABOR STANDARDS**

When service contract labor standards are within the scope of the Master Contract and task order, wage rate requirements shall be implemented in accordance with FAR Subpart 22.10 and other applicable regulatory supplements. The OCO shall identify such work in the task order solicitation and make a determination as to whether wage determinations are to be applied or not.

The DoL is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. Contractors performing on task orders where service contract labor standards apply shall pay their employees at least the wages and fringe benefits found by the DoL to prevail in the locality of the work being performed, the fair standards labor act, and/or any applicable collective bargaining agreement.

The Master Contract does not include a complete list of clauses or provisions that flow down to the task order level requirements. The OCO shall incorporate all the appropriate clauses and provisions in each task order solicitation and subsequent award when service contract labor standards apply. When applicable, the OCO shall incorporate wage determinations subject to wage rate requirements in the task order award.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.4.6 REQUIREMENTS FOR LABOR UNDER T&M AND LH TASK ORDERS**

When preparing solicitations for non-commercial T&M and/or LH task orders, the OCO shall incorporate one of the following provisions in the task order solicitation.

- a. FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition with Adequate Price Competition. For DoD requirements, when selecting FAR 52.216-29, the OCO shall also select Defense Federal Acquisition Regulation Supplement (DFARS) 252.216-7002, Alternate A Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition
- b. FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition without Adequate Price Competition
- c. FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition
  - a. Master Contract

T&M and LH task orders require labor categories and their associated rates to be identified in the task order award document. T&M and LH task orders with subcontracts that do not specify a labor category in the task order shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

### **B.5 TOTAL SOLUTION**

The Master Contract is designed to be a total solution vehicle for services solicited and awarded at the task order level. Total solution is defined as any combination of support that is integral and necessary to the service-based requirements within the scope of the Master Contract and task order award.

For example, a total solution may include any combination of contract types and labor associated with CONUS labor, OCONUS labor, specialized labor, construction wage rate requirements, professional labor, service contract labor standards, and other costs such as subcontracts, travel, supplies, materials, equipment, special test equipment, and special tooling.

The contractor should propose and identify the type of labor and other costs separately in its cost/price proposal and the OCO should, when appropriate, identify the type of labor and other costs by a separate Contract Line Item Number (CLIN) in the task order award.

### **B.6 TASK ORDER PRICING/COSTS**

Because services are diverse within the scope of the Master Contract, the Master Contract provides the OCO the flexibility and authority to determine fair and reasonable pricing tailored to the individual task order requirement, including the task order statement of work or objectives, risks, uncertainties, complexity, urgency, contract type, and competition. Accordingly, the Master Contract does not predetermine cost and price reasonableness or fair and reasonable labor rates for services performed at the task order level.

The Master Contract does not establish prices for any supply or service at the task order level; therefore, the OCO shall establish cost and price reasonableness for each task order using the policies and methods in FAR Subpart 15.4, internal policies, and other applicable regulatory supplements.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

Unless otherwise directed by task order terms and conditions, the contractor may apply indirect costs to labor and other costs consistent with the contractor's DCMA or other Cognizant Federal Agency (CFA) approved accounting system.

### **B.7 ASTRO SYMPHONY PORTAL (ASP)**

The ASP is a software application the Government intends to use for ASTRO proposal submission, proposal evaluation, and contract management. Training will be provided to contractors regarding the use of ASP for proposal submission and post award requirements.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

### **C.1 BACKGROUND**

ASTRO is a family of multiple (ten at initial contract award) separate MA-IDIQ contracts that span multiple NAICS Codes and NAICS Code Exceptions that is sponsored by the DoD. This vehicle will be awarded and administered by the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Service (AAS), Federal Systems Integration and Management Center (FEDSIM).

#### **C.1.1 AUTHORITY**

Under the Federal Property and Administrative Services Act (40 U.S.C. 501), GSA is authorized to award and administer contracts such as ASTRO for personal property and non-personal services.

### **C.2 SCOPE**

The scope includes operations, maintenance, readiness, research, development, systems integration, and support for manned, unmanned, and optionally manned platforms and/or robotics, as well as the services that support those platforms and robotics.

The scope of ASTRO spans many areas of expertise and includes any and all components required to formulate a total solution to a requirement, except for those services and products specifically prohibited in this contract. Solutions may include Ancillary Support Services and/or Ancillary Support Products as defined in Sections C.4 and C.5. Requirements may call for solutions that cross over multiple disciplines; include ancillary support services and/or products; require commercial and/or non-commercial items; require professional and/or non-professional labor; and use a variety of contract types including fixed-price (all types), cost reimbursement (all types), T&M/LH, or a hybrid mix of contract types. These platforms and robotics may be based on land, air, sea, and/or space.

#### **C.2.1 DOMAINS**

ASTRO may be used to provide a total solution for any organization's requirement in any of the identified ASTRO Domains. These requirements include the following domains:

- a. Operations
- b. Maintenance/Readiness
- c. Development/Systems Integration
- d. Support
- e. Research and Development (R&D)

##### **C.2.1.1 OPERATIONS DOMAIN**

###### **C.2.1.1.1 SUBDOMAIN: DATA OPERATIONS**

Data Operations includes the performance of data collection, processing, exploitation, and dissemination activities associated with manned, unmanned, and optionally manned platforms and/or robotics supporting mission performance.

## SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

Service areas that are included under the Data Operations subdomain include, but are not limited to, the following examples (listed in alphabetical order):

1. 3D Terrain And Structure Mapping
2. Aerial Surveying
3. Air Quality Monitoring And Measurement
4. Airfield Damage Assessments
5. Anti-Drug Trafficking
6. Anti-Piracy Monitoring
7. Asset Tracking
8. Asset Verification
9. Atmospheric Data Collection And Analysis
10. Battle Damage Management
11. Blue Force Tracking
12. Border Management
13. Border Security Monitoring
14. Captured Enemy Material Analysis
15. Change Detection
16. Coalition ISR
17. Counter Terrorism
18. Crime Scene Situational Awareness
19. Corrosion Under Insulation (CUI) Surveys
20. Detection and Tracking of International Terrorism
21. Data Analysis
22. Data Compression
23. Data Dissemination
24. Data Visualization
25. Detection and Tracking of Narco-Trafficking
26. Detection and Tracking of Alien Smuggling
27. Detection and Tracking of Human Trafficking
28. Detection and Tracking of Weapons Of Mass Destruction
29. Earth Exploration
30. Earth Gravity Information Gathering And Analysis
31. Emergency Preparedness And Assessments
32. Fire Detection
33. Forest Health Protection
34. Friendly Force Tracking
35. Geospatial Intelligence
36. Global Climate Information Gathering And Analysis
37. Ground Traffic Monitoring
38. Health Sciences
39. Humanitarian Relief

## SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

40. Homeland Security
41. Hurricane Analysis, Tracking, And Modeling
42. Improvised Explosive Device (IED) Detection
43. IED Forensics
44. Image and Video Capture
45. Inspections
  - a. Dams and Wells
  - b. Flare Stack
  - c. Infrastructure
  - d. Offshore Platforms
  - e. Pavement
  - f. Pipeline and Row
  - g. Runways
  - h. Solar Farms
  - i. Tank and Vessel
  - j. Water Crossing
  - k. Wind Turbines
46. Intelligence Processing and Collection
47. ISR Demonstrations
48. ISR Exercises
49. ISR Operations
50. Investigation
51. Joint Operations ISR
52. Land Mapping
53. Law Enforcement Operations
54. Leak Detection
55. Mapping
56. Maritime Security
57. Mine Detection and Tracking
58. Mining
59. Monitoring Illegal Dumping
60. Natural Disaster Response
61. Natural Resource Management
62. Navigation
63. Oceanic Data Collection And Analysis
64. Photography and Film Production
65. Population Density Analysis
66. Powerline Intelligence Gathering
67. Precision Agriculture
68. Radar Operations
69. Reconnaissance

## SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

70. Safety
71. Scientific Research
72. Seabed Mapping
73. Sea Life Research Data Gathering And Analysis
74. Search Operations
75. Security
76. Space Exploration
77. Space Operations
78. Submarine Detection and Tracking
79. Surface Ship Detection and Tracking
80. Supportability Analysis and Implementation
81. Surveillance
82. Surveying
83. Tradecraft
84. Traffic Flow Analysis
85. Technical Intelligence Collection
86. Undersea and Seabed Surveillance
87. Urban Planning
88. UxS Detection and Tracking
89. Video/Image/Audio Analysis
90. Weather Analysis And Monitoring
91. Wildlife Monitoring, Research, And Preservation
92. Wildlife Surveys

### **C.2.1.1.2 SUBDOMAIN: DATA OPERATIONS AS A SERVICE**

Data Operations as a Service includes performance of data collection, processing, exploitation, and dissemination activities associated with manned, unmanned, and optionally manned platforms and/or robotics and supporting mission performance exclusively or predominantly with contractor owned, contractor operated (COCO) platforms and/or robotics for land, air, sea, or space. For clarification, the term contractor-owned does NOT mean the prime contractor must technically own the hardware involved. Contractors may own the hardware, but this may also be performed through subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), teaming partners (at the task order level), leasing (not naming the Government as the lessee), or any other business mechanism that allows for mission performance, but indemnifies the Government client. These services are normally provided on a consumable basis.

Examples for this subdomain are identical to the examples provided in the Data Operations subdomain.

## SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

### C.2.1.1.3 SUBDOMAIN: MISSION OPERATIONS

Mission Operations includes performance of operational services not included in Data Operations associated with manned, unmanned, and optionally manned platforms and/or robotics supporting mission performance.

Service areas that are included under the Mission Operations subdomain include, but are not limited to, the following examples (listed in alphabetical order):

1. Air Drop Operations
2. Air Traffic Management
3. Battlefield Support
4. Biological Prediction
5. Command and Control
6. Contingency Operations
7. Electronic Spectrum Management
8. Fire Fighting
9. Humanitarian Assistance/Disaster Relief
10. Launch Services
11. Manned and Unmanned Cargo Transportation
12. Manned and Unmanned Personnel Transportation
13. Medical Evacuation (MEDEVAC)
14. Medical Supply Delivery
15. Natural Disaster Response
16. Non-Combatant Evacuation
17. Personnel Recovery
18. Search and Rescue Operations
19. Special Event Response
20. Target Activities

### C.2.1.1.4 SUBDOMAIN: MISSION OPERATIONS AS A SERVICE

Mission Operations as a Service includes performance of operational services not included in Data Operations associated with manned, unmanned, and optionally manned platforms and/or robotics supporting mission performance exclusively or predominantly with COCO platforms and/or robotics for land, air, sea, or space. For clarification, the term contractor-owned does NOT mean the prime contractor must technically own the hardware involved. Contractors may own the hardware, but this may also be performed through subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.),teaming partners (at the task order level), leasing (not naming the Government as the lessee), or any other business mechanism that allows for mission performance, but indemnifies the Government client.

Examples for this subdomain are identical to the examples provided in the Mission Operations subdomain.

### C.2.1.2 MAINTENANCE/READINESS DOMAIN

Maintenance/Readiness includes all services related to the maintenance, repair, overhaul, reconditioning, or servicing of manned, unmanned, and/or optionally manned platforms and/or

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

robotics to ensure their continued operations. This includes support functions for these platforms and/or robotics.

Service areas that are included under the Maintenance/Readiness Domain include, but are not limited to, the following examples (listed in alphabetical order):

1. Aircraft Repair and Maintenance
2. Armored Vehicle Repair and Maintenance
3. Coalition Logistics Management
4. Equipment Repair and Maintenance
5. Floating Drydock Repair and Maintenance
6. Industrial Equipment Repair and Maintenance
7. Life Cycle Sustainment
8. Logistics Maintenance
9. Machine Calibration Maintenance
10. Overhaul
11. Predictive Maintenance
12. Preventive Maintenance
13. Prognostics and Diagnostics
14. Radar Ground Station Repair and Maintenance
15. Runway Repair and Maintenance
16. Satellite Servicing
17. Ship Repair and Maintenance
18. Supply Chain Logistics
19. Supply Chain Optimization
20. Tank Repair and Maintenance
21. Test Bed Repair and Maintenance
22. UxS Repair and Maintenance

### **C.2.1.3 DEVELOPMENT/SYSTEMS INTEGRATION DOMAIN**

Development includes all services related to the improvement or enhancement of the overall platform or improvement or enhancement of any subsystem or component of a platform.

Systems Integration includes all services related to the process of bringing together component systems/subsystems into one system (an aggregation of systems/subsystems cooperating so that the system is able to deliver the overarching functionality) and ensuring that the component systems/subsystems function together as a single system.

These services are performed within the framework of manned, unmanned, or optionally manned platform and/or robotics. Service areas that are included under the Development/Systems Integration Domain include but are not limited to the following examples (listed in alphabetical order):

1. 3D Audio Technology
2. AI-Enabled Autonomy
3. Acoustic and Sonar
4. Advanced Technology Pilots and Trials
5. Alternative Energy Sources System Integration

## SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

6. Artificial Intelligence
7. Augmented/Virtual Reality
8. Automated Information Sharing
9. Automation
10. Baseline (Configuration) Management
11. Big Data Analysis
12. Biometrics
13. Coatings
14. Communications
15. Concept Development
16. Configuration Management
17. Cyber Security
18. Data Analytics
19. Data Management
20. Data Protection
21. Design Documentation and Technical Data
22. Detect and Avoid
23. Electromagnetic Spectrum Optimization and Allocation
24. Energy Services to include Management Planning and Strategies, Audit Services and Metering
25. Engineering (Aeronautical, Astronautical, Chemical, Communications, Electrical, Mechanical, Metallurgy/Materials, Optical, Radar, Safety, Sensor, etc.)
26. Engineering Process Improvement
27. Geospatial Intelligence (GEOINT)
28. Human and Machine Symbiosis
29. Human Factors/Usability Engineering
30. Human Interfaces
31. Human-Machine Interfaces
32. Human-Swarm Interfaces
33. Human Systems Integration
34. Hydro-Electric Propulsion
35. Identity and Access Management
36. Independent Verification And Validation
37. Information Assurance
38. Integration
39. Interoperability
40. Launch Processing and Verification
41. Limited Run Initial Production
42. Machine Learning
43. Machine Vision
44. Mesh Networks

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

45. Modeling and Simulation
46. Mission Assurance
47. Natural Resources Management
48. Navigation
49. Neural Networks
50. Platform Optimization
51. Power
52. Process Automation
53. Predictive Analysis
54. Propulsion
55. Prototyping and Fabrication Support
56. Quality Assurance
57. Remote Sensing
58. Reverse Engineering
59. Risk Management
60. Sensor Creation, Enhancement, Optimization And Development
61. Signal Intelligence
62. Software Development (for non-IT requirements)
63. Software Independent Verification and Validation (for non-IT requirements)
64. Specialized Tool Development
65. Swarming Modules
66. Stealth
67. System Design
68. System Effectiveness and Analysis
69. System Life Extension Program
70. System Security and Information Assurance
71. System Verification and Validation
72. Systems Engineering
73. Technical Intelligence
74. Technical Planning
75. Technical Requirements Analysis
76. Thermal Management
77. Undersea Navigation
78. Wargaming

### **C.2.1.4 SUPPORT DOMAIN**

#### **C.2.1.4.1 SUBDOMAIN: BUSINESS SUPPORT**

Business Support includes all the programmatic and training services required for successful execution of a product, program, project, or process regarding platforms and/or robotics for land, air, sea, or space.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

Service areas that are included under the Business Support subdomain include, but are not limited to, the following examples (listed in alphabetical order):

1. Acquisition Support
2. Assessments
3. Budget/Financial Support
4. Business Case Development Support
5. Business Process Re-engineering
6. Change Management
7. Concept Development and Requirements Analysis
8. Configuration Management
9. Consultation
10. Cost/Schedule/Performance Improvement
11. Communication Management
12. Courseware Development
13. Curriculum Development
14. Customer Relationship Management
15. Financial Analysis
16. Flight Training
17. Insurance Providers
18. Interface Management
19. Knowledge Based Acquisition
20. Knowledge Management
21. Life Cycle Management
22. Logistics Management
23. Long-Range Planning, Futures, and Forecasting
24. New Technology and Trend Identification
25. Organizational Readiness
26. Other Training
27. Relations and Coordination with Law and Policy Making Entities
28. Risk Management
29. Safety Case Analysis
30. Supply Chain Analysis
31. Supply Chain Management
32. Technical Advisory Services
33. Technical Data Management
34. Workforce Transformation

### **C.2.1.4.2 SUBDOMAIN: MISSION SUPPORT**

Mission Support includes all the services required for successful operational execution of a product, program, project, or process regarding platforms and/or robotics for land, air, sea, or

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

space; the planning necessary to support operational missions; and the resultant analysis of the results of an operational mission.

Service areas that are included under the Mission Support subdomain include, but are not limited to, the following examples (listed in alphabetical order):

1. Command and Control Analysis and Assessments
2. Counterintelligence Support
3. Data Operations Support
4. Data Strategy and Management
5. Decision Analysis
6. Front End Analysis
7. Horizontal Protection Assessment
8. Information Analytics
9. Intelligence Analysis
10. ISR Capability Assessment
11. Kill Chain Analysis
12. Knowledge Management
13. Long-Range Planning, Futures, and Forecasting
14. Mission Planning Support
15. Requirements Management
16. Simulated Environment Support
17. Strategic Forecasting
18. Strategic Planning
19. Strategy Development
20. Tactical and Readiness Planning
21. Technical Data Management
22. Technical Documentation
23. Threat Analysis
24. Use Case Analysis
25. Vulnerability Assessment

### **C.2.1.5 RESEARCH AND DEVELOPMENT (R&D) DOMAIN**

R&D includes all services conducted for the innovation, introduction, and improvement of products and procedures regarding platforms and/or robotics for land, air, sea, or space.

Service areas that are included under the R&D Domain include, but are not limited to, the following examples (listed in alphabetical order):

- a. Advanced Technology Pilots and Trials
- b. Airworthiness
- c. All Applicable Scientific Services
- d. Blockchain
- e. Data Sciences
- f. Developmental Testing
- g. Existing Product or Process Updates
- h. Information Assurance

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

- i. Innovation
- j. Joint Test and Evaluation
- k. New Product or Process Development
- l. Quality Checks
- m. Product or Process Enhancement
- n. Prototyping
- o. Regulatory Compliance
- p. Test and Evaluation
- q. Verification and Validation

### **C.3 INFORMATION TECHNOLOGY (IT) AND NON-IT**

IT means any equipment or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. For purposes of this contract, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that require its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on ASTRO task orders and may be performed only when the service or product is integral and necessary to complete a total solution under a requirement within the scope of ASTRO.

Non-IT includes any service or equipment that is acquired by a contractor incidental to a contract or contains imbedded IT that is used as an integral part of the service or product, but the principal function is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, Heating, Ventilation, and Air Conditioning (HVAC) equipment, such as thermostats or temperature control devices, and medical equipment where IT is integral to its operation, is non-IT.

Non-IT also includes any equipment or services related to a National Security System. The term National Security System means a telecommunications or information system operated by the Federal Government, the function, operation, or use of which involves intelligence activities, cryptologic activities related to national security, command and control of military forces, equipment that is an integral part of a weapon or weapons system; or, is critical to the direct fulfillment of military or intelligence missions, not including a system to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications).

Non-IT may include imbedded IT components including software, IT hardware, and other items and services traditionally considered IT on IT requirements. Non-IT services and equipment may or may not be considered ancillary, depending on circumstances.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

### **C.4 ANCILLARY SUPPORT SERVICES**

Ancillary support services, on their own, are not within the scope of ASTRO. However, these services are allowed to be included in ASTRO Task orders when they are integral and necessary to complete a total integrated solution under a requirement within the scope of ASTRO.

Ancillary support services may include, but are not limited to, professional and/or non-professional services, commercial and/or non-commercial items, IT services and/or components, administrative support, data entry, and subject matter expertise.

The OCO may allow and the contractor may propose a labor category or labor categories at the task order level not identified in Section J.1, provided that the contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, if applicable.

#### **C.4.1 IT ANCILLARY SUPPORT SERVICES**

When providing ancillary support in the form of IT services and/or components, the contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, and promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

### **C.5 ANCILLARY SUPPORT PRODUCTS**

Ancillary support products are defined as any product deemed to be integral and necessary to complete a total integrated solution under a requirement within the scope of ASTRO. Ordering activities are authorized to include products in their requirements so long as the products are required for the performance of the services being ordered.

### **C.6 FORBIDDEN SERVICES**

The contractor shall not accept or perform work for the following services:

- a. Inherently Governmental Functions as defined in FAR Subpart 2.101.  
Example 1: For the purposes of this contract, any action that directly and actively engages in the intentional destruction or disabling of enemy personnel or property is considered an Inherently Governmental Function. For example, Unmanned Aircraft Systems (UAS) Mitigation services (the act of defeating an enemy UAS) are considered Inherently Governmental Functions. However, support services like UAS detection and tracking are not considered Inherently Governmental Functions and may be performed under this contract.  
Example 2: Acquisition support can cover many different aspects of the process, but making a decision regarding who wins a procurement is an Inherently Governmental Function.  
Example 3: Supervision of government personnel is an Inherently Governmental Function.
- b. Personal Services as defined in FAR Subpart 2.101.

**SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

- c. Architecture and Engineering (A&E) Services as defined in FAR Subpart 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).
- d. Any task order whose primary scope of work is for construction.

## **SECTION D – PACKAGING AND MARKING**

### **D.1 BACKGROUND**

Clauses, provisions, and other terms and conditions regarding packaging and marking will be designated by the OCO at the task order level.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 BACKGROUND**

Inspection and Acceptance at the Master Contract level involve contract administration duties and deliverables.

Clauses, provisions, and other terms and conditions regarding task order inspection and acceptance will be designated by the OCO at the task order level.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 BACKGROUND

Clauses regarding deliveries or performance for the Master Contract are as follows.

FAR	TITLE	DATE
52.242-15	Stop Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Clauses, provisions, and other terms and conditions regarding task order deliveries or performance will be designated by the OCO at the task order level.

### F.2 PLACE OF PERFORMANCE

The services to be provided under the Master Contract shall be accomplished at the locations identified in the task order and may include both CONUS and OCONUS locations.

### F.3 ORDERING PERIOD

The ordering period under the Master Contract is from the Notice-to-Proceed date through five years and one, five-year option period that may extend the cumulative ordering period to ten years.

Task orders may be awarded up to the final date of the ten-year ordering period and may contain a base and option periods that allow for total task order duration of up to five years after the Master Contract's ten-year ordering period expires.

Task order option periods may be exercised after the ten-year ordering period expires as long as the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the Master Contract's ten-year ordering period expires.

After the Master Contract's ordering period expires, the Master Contract will remain an active contract to govern the terms and conditions of active task orders until the final task order is closed out.

### F.4 PERFORMANCE STANDARDS

ASTRO is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.4.1 and F.4.2.

In the event the ASP is not operational, deliverable and reporting requirements designated for input into the ASP shall be provided as directed by the ASTRO CO within the stated timeframes. The ASTRO CO or an authorized representative shall have the right to examine and audit all supporting records and materials, regardless of whether such items are in written form, in the form of computer data, or in any other form for the purpose of enforcing all deliverables and compliances herein.

Approved accounting systems are mandatory for all contractors on ASTRO. Cost Accounting Standards (CAS) are mandatory unless covered by exemption under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. All other systems and certifications are optional; however, contractors are encouraged to acquire these systems and certifications. OCOs may require certain certifications or business systems at the task order level.

## SECTION F – DELIVERIES OR PERFORMANCE

All Contractor Business Systems shall be maintained at the contractors’ current level at time of award or higher throughout the period of performance of ASTRO. For example, if a contractor received an evaluation credit for having an Approved Purchasing System and Property Management System at time of award, the contractor shall maintain an Approved Purchasing System and Property Management System for the life of ASTRO.

### F.4.1 DELIVERABLE AND REPORTING REQUIREMENTS

The following table contains deliverables and reports required for ASTRO. Task order deliverables and reporting requirements will be specified in the task order. The Government does not waive its right to add reporting requirements, performance standards, or other deliverables or reports not specifically listed in the table below by modification at no additional expense to the Government. Deliverables or reporting requirements are required until the final task order is closed-out for each contractor. If a deliverable or reporting requirement is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.3.1.1	Contractor Key Personnel	Revisions of CAPM or CACM Point of Contact Information	Within 5 calendars days of the substitution. Provide new POC information	ASP
G.3.1.2	Contractor Self-Assessment (CSA)	Status update of all systems and certifications claimed in the Contractor’s Proposal. Also, an annual self-certification that the Contractor is complying with 52.204-25. Done electronically through the ASP.	Semi-annually during the performance period ending March 31 <sup>st</sup> (due no later than April 30 <sup>th</sup> ) and the performance period ending September 30 <sup>th</sup> (due no later than October 30 <sup>th</sup> ). Any non-compliant CSA shall be resubmitted within 30 days of receiving the notification of non-compliance from the ASTRO CO	ASP
G.3.1.3	Approved accounting system	All updates and status changes, along with correspondence from DCMA, or CFA	Within 5 calendar days after the notification from DCMA or CFA. Provide correspondence from DCMA or CFA.	ASP AND Email: ASTROadmin@gsa.gov

**SECTION F – DELIVERIES OR PERFORMANCE**

<b>SECTION</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>LOCATION</b>
G.3.1.4	Cost Accounting Standards (CAS)	If applicable, all updates and status changes, along with correspondence from DCMA, or CFA	Within 5 calendar days after the notification from DCMA or CFA. Provide correspondence from DCMA or CFA	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.5	Insurance	ACORD 25, Certificate of Insurance	Shall retain current copy of ACORD 25, Certificate of Insurance, for each contract award. Shall be available within 1 calendar day upon request from the ASTRO CO	ASP
G.3.1.6	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-Annually starting 6 months from the anniversary date of the Master Contract's Notice-to-Proceed	Website www.sam.gov and report through ASP as part of the CSA IAW G.3.1.2.
G.3.1.7	Employment Reports on Veterans	Veterans' Employment and Training Service (VETS)-4212 reporting	Annually by September 30th of each year	Website dol.gov/agencies/vets/programs/vets4212 and report through ASP as part of the CSA IAW G.3.1.2.
G.3.1.8	Executive Compensation and First-Tier Subcontract Awards Report	Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS)	By the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 and annually thereafter (calculated from the Master Contract's Notice-to-Proceed)	Website FSRS.gov and report through ASP as part of the CSA IAW G.3.1.2.

**SECTION F – DELIVERIES OR PERFORMANCE**

<b>SECTION</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>LOCATION</b>
G.3.1.9	Post Award Small Business Program Re-Representation	If applicable, Small Business Size Recertification	Within 30 days after execution of a novation agreement; within 30 days after a merger or acquisition that does not require a novation; and, within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.10	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	If applicable, SF 30 Modification	Copy of SF 30 and other applicable documents showing approval within 5 calendar days of finalization	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.11	Individual Subcontracting Reports (ISR)	If applicable, ISRs from Individual Subcontracting Plans on ASTRO	Semi-annually during the performance period ending March 31st (due no later than April 30th) and the performance period ending September 30th (due no later than October 30th). Any non-compliant ISR shall be resubmitted within 30 days of receiving the notification of non-compliance from the ASTRO CO	Website esrs.gov for every ISR Report  Email: ASTROadmin@gsa.gov only if unable to meet goal
G.3.1.12	Summary Subcontract Reports (SSR)	If applicable, GSA Agency-Wide SSRs	Annually by October 30th for the twelve-month performance period ending September 30th. Any non-compliant SSR shall be resubmitted within 30 days of receiving the notification of non-compliance from the ASTRO CO	Website esrs.gov for every SSR Report  Email ASTROadmin@gsa.gov only if unable to meet goal

## SECTION F – DELIVERIES OR PERFORMANCE

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.3.1.13.	PBR, FPRA, and/or FPRR	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.14	Purchasing System	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.15	Property Management System	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.16	Material Management and Accounting System (MMAS)	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.17	Estimating System	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.18	Earned Value Management System (EVMS)	If applicable, correspondence and audit reports from DCMA or CFA that updates status	Within 5 calendar days after the update	ASP AND Email: ASTROadmin@gsa.gov
G.3.1.19	Service Contract Reporting Requirements for Indefinite Delivery Contracts	If applicable, reports shall be provided in accordance with clause 52.204-15 (OCT 2016)	Annually, by October 15th	ASP AND Email: ASTROadmin@gsa.gov

### F.4.2 COMPLIANCES

The following table contains compliances required for ASTRO. Task Order compliances will be specified in the task order. The Government does not waive its right to require other compliances in order to align the ASTRO contract with new statutory or regulatory requirements. The Government will provide the contractor with at least 45 days' notice of these requirements.

**SECTION F – DELIVERIES OR PERFORMANCE**

<b>SECTION</b>	<b>REFERENCE</b>	<b>COMPLIANCE</b>
G.3.1	ASP Data	The Contractor shall submit timely and accurate data in the ASP
G.3.1.1	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1.1	Meetings	The Contractor’s Key Personnel shall attend and actively participate in all meetings, including all PMR Meetings
G.3.1.3	Approved accounting system	The Contractor shall maintain the acceptable/approved status of their Accounting System and submit updates to the current status
G.3.1.4	Cost Accounting Standards (CAS)	The Contractor shall maintain CAS compliance and submit updates to the current status, <u>if applicable</u>
G.3.1.5	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the ASTRO and task order level
G.3.1.6	Responsibility and FAPIIS	The Contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.1.7	VETS 4212 Reporting	The Contractor shall report timely and accurate VETS 4212 reports in the DoL website and send confirmation to the ASTRO CO
G.3.1.8	Reporting Executive Compensation and First-Tier Subcontract Awards	The Contractor shall report timely and accurate sub-award and executive compensation data regarding first-tier sub-awards in FSRS to meet the FFATA reporting requirements and send confirmation to the ASTRO CO
G.3.1.9	Post-Award Small Business Program Re-Representation	If applicable, The Contractor shall report timely and accurately their small business program re-representation and update <a href="http://www.sam.gov">www.sam.gov</a> .
G.3.1.10	Mergers, Acquisitions, Novations and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements, <u>if applicable</u>
G.3.1.11	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports, <u>if applicable</u> , and SSR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor’s subcontracting plan
G.3.1.13	Approved Purchasing System	The Contractor shall maintain an Approved Purchasing System and submit updates, <u>if applicable</u>
G.3.1.14	Property Management System	The Contractor shall maintain a Property Management System and submit updates, <u>if applicable</u>
G.3.1.15	Material Management and Accounting System (MMAS)	The Contractor shall maintain an Material Management and Accounting System (MMAS) and submit updates, <u>if applicable</u>

## SECTION F – DELIVERIES OR PERFORMANCE

SECTION	REFERENCE	COMPLIANCE
G.3.1.16	Estimating System	The Contractor shall maintain an Estimating System and submit updates, <u>if applicable</u>
G.3.1.17	EVMS ANSI-standard	The Contractor shall maintain or exceed their EVMS ANSI-standard and submit updates, <u>if applicable</u>
H.8.2	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.13
H.14	Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination
L.5.1.6	Meaningful Relationship Commitment Letters (MRCL)	The Contractor shall honor the commitments contained in all MRCLs, <u>if applicable</u>
H.16	SCRM Plan	For ASTRO Pool 1 contractors and those contractors specifically identified, annually, beginning one year from the date of the ASTRO Notice to Proceed

### F.5 CONTRACTOR PERFORMANCE

Contractor performance information is relevant information, for future source selection purposes, regarding a contractor’s actions under a previously awarded contract. It includes, for example, the contractor’s record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and business-like concern for the interest of the customer.

The Master Contract requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both the Master Contract and task orders awarded under the Master Contract located at <http://www.cpars.gov>.

The Corporate ASTRO Contract Manager (CACM) shall serve as a primary contact and be authorized access to the evaluation for review and comment for the Master Contract. The CACM shall respond promptly to Past Performance evaluations as documented by the ASTRO CO. The CACM shall identify an alternate contact that will be responsible for notifying the ASTRO CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

Evaluations of contractor performance will be provided to the contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the task order file, which may be used by Federal agencies to support future award decisions.

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.5.1 MASTER CONTRACT CPARS**

Evaluation factors for CPARS include Technical, Cost Control, Schedule/Timeliness, Management/Business Relations, Small Business Subcontracting, and Other. For the purposes of the Master Contract, Technical and Cost Control will not be rated. Other will only be rated if applicable.

For the Master Contract, the following ratings will be evaluated:

- a. Schedule/Timeliness: This factor will be rated on the timeliness of meeting the reporting standards in Section F.4.
- b. Management/Business Relations: This factor will be rated on the quality and responsiveness of the duties performed by both the CACM and Corporate ASTRO Program Manager (CAPM) (See Section G.3.1.1.1).
- c. Small Business Subcontracting: This factor will be rated on whether or not the contractor has met its small business subcontracting goals (See Section G.3.1.11).
- d. Other: This factor will only be rated if applicable (e.g., trafficking violations, tax delinquency, suspension and debarments, dormant status, or off-ramping).

The ASTRO CO will conduct CPAR evaluations annually during the performance period ending September 30<sup>th</sup> of each year.

### **F.5.2 TASK ORDER CPARS**

The ASTRO CO does not administer or evaluate task order performance. It is the sole responsibility of the OCO using the process and criteria set forth in CPARS. OCOs shall use CPARS for task orders awarded under the Master Contract, if applicable. CPARS may not be required for certain requirements like classified work and intelligence. If a customer agency's policy requires an alternative Past Performance assessment reporting system for a specific task order, the alternative reporting system takes precedence over CPARS.

At a minimum, the OCO will be responsible for evaluating final contractor performance upon task order completion. Interim performance evaluations may be conducted as prescribed by the ordering agency's policies.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 BACKGROUND**

This section provides roles, responsibilities, and contract administration requirements for the Master Contract.

Clauses, provisions, and other terms and conditions regarding task order administration will be designated by the OCO at the task order level.

### **G.2 ROLES AND RESPONSIBILITIES OF GOVERNMENT KEY PERSONNEL**

This section describes the roles and responsibilities of Government and contractor personnel.

The current Point of Contact (POC) information for the Government's ASTRO Program Manager and CO, the CAPM and CACM, and other duly authorized representatives for the Master Contract will be maintained in the ASP.

#### **G.2.1 ASTRO GOVERNMENT KEY PERSONNEL**

The Government Key Personnel for the ASTRO program are the ASTRO Program Manager (PM), ASTRO CO, and ASTRO Ombudsman.

##### **G.2.1.1 ASTRO PROGRAM MANAGER**

The ASTRO PM is the primary Government official who performs various programmatic functions with contractors and customers for the overall success of the ASTRO program.

##### **G.2.1.2 ASTRO CONTRACTING OFFICER**

The ASTRO CO is the sole Government official with authority to interpret, administer, and/or modify the terms and conditions of the Master Contract.

The ASTRO CO may delegate routine administrative functions to an authorized representative to assist on matters related to the Master Contract's terms and conditions and monitoring contractor's performance.

##### **G.2.1.3 ASTRO OMBUDSMAN**

If a contractor has a pre-award or post-award complaint at the task order level, it is encouraged that the contractor initially consult with the ASTRO CO. In the case that the contractor is not satisfied with the resolution of the complaint by the ASTRO CO, the contractor may follow the procedures outlined in the General Services Administration Acquisition Regulation (GSAR) 552.216-74 as follows:

GSAR 552.216-74 GSA Task-Order and Delivery-Order Ombudsman (Jan 2017)

- (a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the CO.

## SECTION G – CONTRACT ADMINISTRATION DATA

- (b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
- (c) The GSA Task-Order and Delivery-Order Ombudsman is located at the GSA, Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

### G.2.2 TASK ORDER KEY PERSONNEL

The Key Personnel for pre-award and post-award administration of task orders under the Master Contract is the OCO and the OCO's appointed Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR).

#### G.2.2.1 ORDERING CONTRACTING OFFICER (OCO)

The OCO for each task order is the sole and exclusive Government official with authority to solicit, award, administer, and/or modify a task order under the Master Contract.

On a case by case basis, a warranted CO, as defined in FAR Subpart 2.101, may request a DPA from the ASTRO Program Office. Only if a DPA is granted from the ASTRO CO may a non-FEDSIM OCO solicit and award a task order under the Master Contract.

The OCO is encouraged to contact the ASTRO Program Office for any task order assistance including the following:

- a. Training on the ASTRO program and ordering procedures.
- b. Task order scope compliance with the Master Contract.
- c. Task order solicitation development.
- d. Assistance on disputes, claims, or protests at the task order level.
- e. Contractor performance issues at the task order level.

OCO duties include:

- a. Complying with the scope, terms and conditions of the Master Contract, ordering procedures outlined in the ASTRO ordering guide, FAR Subpart 16.505, and other regulatory supplements.
- b. Identifying the proper Pool, commercial or non-commercial items, contract type(s), terms and conditions, and clauses and provisions applicable to the task order solicitation and award.
- c. Allowing a reasonable time for fair opportunity proposal submission.
- d. Resolving any performance issues, disputes, claims, or protests at the task order level.
- e. Responding to all Freedom of Information Act (FOIA), Congressional, Inspector General, Small Business Administration, and/or the General Accountability Office requests for task order information.
- f. Entering task order performance evaluation in the CPARS, if applicable.
- g. Entering task order award data in the Federal Procurement Data System – Next Generation (FPDS-NG) upon task order award, if applicable.
- h. Closing out task orders in a timely manner.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.2.2.2 CONTRACTING OFFICER’S REPRESENTATIVE**

The OCO for each task order may designate a COR or COTR to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR or COTR for each task order shall be described in writing, which upon request, shall be provided to the contractor.

### **G.3 CONTRACT ADMINISTRATION REQUIREMENTS**

This section describes all the administration requirements for the entire duration of the Master Contract.

#### **Master Contract G.3.1 GENERAL ADMINISTRATION REQUIREMENTS**

General administration requirements are required administration duties of the Master Contract. All contractor information will be maintained and reported in the ASP.

##### **G.3.1.1 CONTRACTOR KEY PERSONNEL**

The Key Personnel for the contractor’s ASTRO program are the CAPM and the CACM. Additional Key Personnel requirements may be designated by the OCO at the task order level.

The contractor shall assign a CAPM and a CACM as contractor Key Personnel to represent the contractor as primary POCs to resolve issues and perform administrative duties and other functions that may arise relating to the Master Contract, including task orders solicited and awarded. The contractor shall ensure that the ASTRO CO has current POC information for both the CAPM and CACM.

There are no minimum qualification requirements established for the CAPM and CACM. The CAPM and CACM do not have to be full-time positions; however, the CAPM and CACM are expected to be fully proficient in the performance of their duties. All costs associated with CAPM and CACM duties shall be handled in accordance with the contractor’s standard accounting practices; however, no costs for CAPM and CACM duties may be billed directly to the ASTRO Program Office.

##### **G.3.1.1.1 CORPORATE ASTRO PROGRAM MANAGER (CAPM)**

The contractor’s corporate management structure shall guarantee senior, high-level, program management of the ASTRO Program, including a CAPM to represent the company in all ASTRO program related matters.

CAPM duties include:

- a. Providing a cohesive partnership between the contractor, ASTRO Program Manager, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the Master Contract.
- b. Advising and assisting current and potential Federal agency customers regarding the technical scope of the Master Contract and the overall attributes of the ASTRO Program.
- c. Attending all ASTRO PMR meetings and other ASTRO meetings as scheduled.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.3.1.1.2 CORPORATE ASTRO CONTRACT MANAGER (CACM)

The contractor's corporate management structure shall guarantee senior, high-level, contract management of the ASTRO Program, including a CACM to represent the company in all ASTRO related matters.

CACM duties include:

- a. Ensuring that all contract administration functions and reporting information required under the Master Contract is provided accurately, thoroughly, and timely.
- b. Addressing all performance issues related to the Master Contract.
- c. Attending all ASTRO and ASTRO PMR meetings as scheduled.

### G.3.1.2 CONTRACTOR SELF-ASSESSMENT (CSA)

The CSA is a status update for all systems and certifications that were claimed in the proposal submission. The purpose of the CSA is to keep contractor data up to date. The CACM shall submit the CSA to the ASTRO CO using the ASP.

### G.3.1.3 APPROVED ACCOUNTING SYSTEM

The contractor shall maintain an approved accounting system, as approved by the cognizant ACO of the DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract. An approved accounting system provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for Government procurements and is mandatory for the entire duration of the Master Contract.

Only those contractors that maintain an approved accounting system shall be eligible for Cost Reimbursement (all types) or Non-Commercial T&M/LH task order solicitations and awards. Approved accounting systems do not apply to task orders for the acquisition of commercial items or when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

### G.3.1.4 COST ACCOUNTING STANDARDS (CAS)

If applicable, the contractor shall maintain CAS coverage as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract. CAS are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for contractors to disclose in writing and follow consistently in their cost accounting practices.

The contractor and its subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), may be subject to full CAS coverage, which requires all 19 standards; modified CAS coverage, which requires Standards 401, 402, 405, and 406; or be exempt from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2.

A contractor under coverage is not subject to a standard where it does not apply. CAS does not apply to task orders for the acquisition of commercial items or when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.3.1.5 INSURANCE**

The insurance coverage specified in FAR Subpart 28.3 is the minimum insurance coverage required for the entire duration of the Master Contract. If a task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under the Master Contract. OCOs shall tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The contractor shall acquire and maintain insurance coverage for each Pool in which it has an award. The contractor shall retain copies of ACORD Form 25, Certificate of Liability, for each Pool awarded under the Master Contract and the certificate shall be made available upon request of the ASTRO CO.

### **G.3.1.6 FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)**

Subject to FAR 9.104-6, Federal Awardee Performance and Integrity Information System, and FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the contractor shall update responsibility matters in FAPIIS, including criminal, civil, and administrative proceedings in connection with Federal awards; suspensions and debarments; administrative agreements issued in lieu of suspension or debarment; non-responsibility determinations; contract terminations for fault; defective pricing determinations; and Past Performance evaluations.

### **G.3.1.7 EMPLOYMENT REPORTS ON VETERANS**

Subject to FAR 22.1306, Department of Labor Notices and Reports, and FAR 52.222-37, Employment Reports on Veterans, the contractor shall report veteran employment and hiring data annually to the DoL by filing a VETS-4212, Federal Contractor Veterans' Employment Report.

### **G.3.1.8 EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS REPORT**

Subject to FAR 4.14 and FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, the contractor shall report executive compensation and first-tier subcontract awards in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

### **G.3.1.9 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION**

Subject to FAR 52.219-28, Post-Award Small Business Program Re-representation, if a contractor represented that it was a small business concern prior to award of a given Pool under the Master Contract, the contractor shall re-represent its size status upon the occurrence of any of the following:

- a. Within 30 days after execution of a novation agreement.

## SECTION G – CONTRACT ADMINISTRATION DATA

- b. Within 30 days after a merger or acquisition that does not require a novation.
- c. Within 60 to 120 days prior to the end of the fifth year of the contract.

For each Pool the contractor has an award, the contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the NAICS code assigned to the Pool(s) that corresponds to the contractor's Master Contract.

The contractor shall make the re-representation required by this section as follows:

- (1) By validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and its other data in SAM, as necessary, to ensure that they reflect the contractor's current status. The contractor shall notify the ASTRO CO in writing within the timeframes specified above that the data has been validated or updated, and provide the date of the validation or update.
- (2) If the contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to the Master Contract, the contractor is required to complete the following re-representation and submit it to the ASTRO CO in writing, along with the contract number(s) and the date on which the re-representation was completed using the format below:

The contractor represents that it  is,  is not, a small business concern under NAICS code \_\_\_\_\_ assigned to contract number \_\_\_\_\_ for Pool number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title]*

### **G.3.1.10 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS**

In accordance with GSAM 542.12 and FAR 42.12, if a contractor merges, is acquired, or recognizes a successor in interest to Government contracts when contractor assets are transferred; or, recognizes a change in a contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the ASTRO CO, the contractor shall notify the ASTRO CO and provide a copy of the novation or other any other agreement that changes the status of the contractor.

Title 41 U.S.C. 6305 prohibits the transfer of Government contracts from an awardee to a third party. However, the Government may, when in its interest, novate an awardee's contract to a third party when there is a transfer of all of the awardee's assets or the entire portion of the assets involved in the performance of the Master Contract. In a services contract, assets are generally defined as personnel performing work under the contract being transferred. For companies with task order awards, assets refer to all of the personnel performing those task orders as well as the personnel performing at the Master Contract level (e.g., the CACM and CAPM). For companies without task order awards, assets mean personnel performing at the Master Contract level only (e.g., the CACM and CAPM).

For a novation to be approved by the ASTRO CO, the following elements shall occur:

- a. The company shall first submit a proposal to the ASTRO CO under the most recent solicitation of the Master Contract.

## SECTION G – CONTRACT ADMINISTRATION DATA

- b. The proposal shall achieve an evaluated numerical score that is equal to or higher than the lowest evaluated numerical score in the Pool being applied for at the time of the original Master Contract awards.
- c. The company shall submit a novation agreement with all the required legal elements in accordance with GSAM 542.12 and FAR 42.12.
- d. The novation agreement shall include the transfer of personnel performing work under the Master Contract and any awarded task orders, as applicable.
- e. The novation agreement shall be determined by the ASTRO CO to be in the best interest of the Government.
- f. If a company, including affiliates, divisions, or subsidiaries already has a Master Contract within the same Pool, one of the companies shall be put in Dormant Status in accordance with Section H.10.

### G.3.1.11 INDIVIDUAL SUBCONTRACTING PLAN(S)

In accordance with GSAM 519.7 and FAR 19.7, for other than small business concerns, the contractor shall comply with its approved subcontracting plan for each Pool the contractor has an award. The contractor shall maintain an acceptable individual subcontracting plan for each Pool, as awarded, for the entire duration of the Pool(s). The contractor may or may not have received an evaluation scoring credit for small business subcontracting goals proposed on an individual subcontracting plan by Pool; however, the contractor shall meet or exceed the small business subcontracting goal, as proposed by Pool, for each reporting period under the Pool(s).

An individual subcontracting plan means a subcontracting plan specific to each Pool awarded under the Master Contract and covers the entire five-year ordering period and one, five-year option period, and it has goals that are based on the contractor's planned subcontracting in support of each Pool awarded under the Master Contract. Each individual subcontracting plan shall ensure that small businesses, Small Disadvantage Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Under-utilized Business Zones (HUBZone), Veteran-Owned Small Businesses (VOSB), and Service-Disabled Veteran-Owned Small Businesses (SDVOSB) are provided the maximum practicable opportunity to participate as subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), at the task order level.

The US General Services Administration, and Other Federal Agencies given Delegation of Procurement Authority, are committed to ensuring maximum practicable opportunity is provided to small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any individual small business subcontracting plan submitted pursuant to FAR Clause 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded an ASTRO contract, shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone, disadvantaged, women owned, veteran-owned, and service-disabled veteran owned concerns as subcontractors in the performance of this contract. (a) The Individual Small Business Subcontracting Plan, is made a part of this contract. The Contractor shall provide a signed copy of the Master Contract Individual Small Business Subcontracting Plan to the ASTRO OCO, whenever requested by the OCO. (b) The Individual Small Business Subcontracting Plan covers the Base Period of five (5) years and the option term for an additional five (5) years. (c) Compliance with the Individual Small Business

## SECTION G – CONTRACT ADMINISTRATION DATA

Subcontracting Plan will be addressed via the Contractor Performance Assessment Reporting System (CPARS).

### **G.3.1.11.1 Minimum Subcontracting Goals**

Because of the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The Contractor shall maintain a Subcontracting Plan pursuant to FAR Clause 52.219-9, Individual Subcontracting Plan, in accordance with the Master Contract. Small Business Subcontracting Goals Category (% of Planned Subcontracted Dollars) Total Small Business 23; Small Disadvantaged Business 5; Woman-owned Small Business 5 HUBZone Small Business 3 Veteran-owned Small Business 3 Service-disabled Veteran-owned Small Business 3 NOTE: The goals are expressed as a percentage of planned subcontracted dollars, and not contracting ceiling. The small business subcontracting goals are an aggregate of potential subcontracted dollars for Task Order(s) that a Contractor plans to receive under the ASTRO, and not to the aggregate Master Contract ceiling value. Small Business subcontracting goal achievement for the Master Contract is assessed annually and performance ratings will be based exclusively on the goal percentages submitted as part of the offerors Subcontracting Plan.

### **G.3.1.11.2 Subcontracting Reports**

Per FAR 52.219-9(d) (10), Contractors submitting Individual Subcontracting Plans are required to: (a) Cooperate in any studies or surveys as may be required; (b) Submit periodic reports, which show compliance with their subcontracting plan; (c) Submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs); (d) Ensure that subcontractors with subcontracting plans agree to submit their ISR and SSR if required. The ISR covers subcontract award data related to this Master Contract and shall be submitted semi-annually till last Task Order completion. The SSR encompasses all Contracts with GSA and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov) and must be received within the date specified in this Master Contract. Reports are due, regardless of whether there has been any subcontracting activity since contract inception or since time of previous report submission. Notes: Individual Subcontracting Reports shall reflect the subcontracting dollars on a PAYMENT basis only. The Payment Basis is the process of capturing subcontract dollars no sooner than the time a contractor pays the subcontractor's invoices. This Payment Basis reporting method must be used for the entire contract term. Entering subcontracting dollars into the Government's Electronic Subcontracting Reporting System (eSRS) on a Commitment Basis is not permitted. (A Commitment Basis, which is not allowed for this Master Contract, is the process of capturing subcontract dollars when the Contractor executes the subcontract award documents). The Contractor shall ensure that their entries in the column "Current Goal: Percentage of Total Subcontract Awards", is the negotiated percentages as cited in the Individual Subcontracting Plan goals. If the Contractor does not meet the Master Contract Small Business Subcontracting Goals, they shall provide a succinct description of how goals will be achieved in the "Remarks" section of the form. Summary Subcontracting Reports If the Contractor is using the Parent DUNS when reporting, the awardee's DUNS number shall be cited in the "Remarks" section of

## SECTION G – CONTRACT ADMINISTRATION DATA

the form, if different than the Parent DUNS. The Contractor shall list their entire GSA contract numbers associated with the reported dollars in the “Remarks” section of the form. NonGSA contract numbers shall not be reported with the GSA contract numbers. Both Individual Subcontracting Reports and Summary Subcontracting Reports Contractors shall reference the GSA Agency Code 4732. Contractors shall include the astro@gsa.gov email address in Government Email section of the form.

For each Pool in which the contractor has an award and approved subcontracting plan, the contractor shall submit Individual Subcontract Reports (ISR) for each individual subcontracting plan and a Summary Subcontract Reports (SSR) for all subcontract activity with GSA using the web-based electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The eSRS will serve as the sole secure and confidential information management tool to manage and evaluate subcontracting goal performance for the duration of the Master Contract.

Each individual subcontracting plan is incorporated into the Master Contract. Contractors are obligated to meet or exceed the small business and socio-economic goals under the individual subcontracting plan for each Pool. When a contractor does not meet any one or more of its subcontracting goals for a given reporting period, the contractor shall explain in writing the rationale for not meeting the goals in the comments section of the ISR and/or SSR in eSRS.

In accordance with 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Furthermore, 15 U.S.C. 637(d)(4)(F) directs that a contractor’s failure to make a good faith effort shall result in the imposition of liquidated damages pursuant to FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

### **G.3.1.12 APPROVED PURCHASING SYSTEM**

If initial proposal points were claimed for this scoring element, the Contractor shall maintain a purchasing system, as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, under a formal Contractor Purchasing System Review (CPSR), for the entire duration of the Pool(s).

Approved purchasing systems provide for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the OCO on an individual task order, task orders with no subcontracting possibilities, or task orders for the acquisition of commercial items.

### **G.3.1.13 FPRAs, FORWARD PRICING RATE RECOMMENDATIONS (FPRRs), AND/OR PROVISIONAL BILLING RATES**

If initial proposal points were claimed for this scoring element, the contractor shall maintain PBRs, FPRAs, and/or FPRRs, as approved by the cognizant ACO of the DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract.

- a. PBRs are indirect cost rates established temporarily for interim reimbursement of incurred indirect costs and adjusted, as necessary, pending establishment of final indirect cost rates.

## SECTION G – CONTRACT ADMINISTRATION DATA

- b. FPRA is an agreement between a contractor and a Government agency in which certain indirect rates are established for a specified period of time.
- c. FPRR means rates set unilaterally by the DCMA ACO or other CFA for use by the Government in negotiations or other contract actions when FPRA negotiations have not been completed or when the contractor will not agree to a FPRA.

PBRs, FPRAs, or FPRRs, will not be disclosed by the ASTRO CO to any unauthorized person. Only an OCO with a specific need to know will have access to this information upon request. PBRs, FPRAs, or FPRRs do not apply to task orders for the acquisition of commercial items or when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

### **G.3.1.14 EARNED VALUE MANAGEMENT SYSTEM (EVMS)**

EVMS means a project management tool that effectively integrates the project scope of work with cost, schedule, and performance elements for optimum project planning and control. The qualities and operating characteristics of EVMS are described in American National Standards Institute/Electronics Industries Alliance (ANSI/EIA) Standard-748.

If initial proposal points were claimed for this scoring element, the contractor shall maintain an EVMS, as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract. EVMS does not apply to task orders for the acquisition of commercial items.

### **G.3.1.15 PROPERTY MANAGEMENT SYSTEM**

An approved property management system provides for internal controls to manage, control, use, preserve, protect, repair, and maintain Government property in its possession. An approved property management system does not apply to task orders for the acquisition of commercial items.

If initial proposal points were claimed for this scoring element, the contractor shall maintain a property management system, as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, under a formal Property Management Systems Analysis (PMSA), for the entire duration of the Master Contract.

### **G.3.1.16 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MMAS)**

An MMAS provides for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. An MMAS may be manual or automated; it may be a stand-alone system or integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems. MMAS does not apply to task orders for the acquisition of commercial items.

If initial proposal points were claimed for this scoring element, the contractor shall maintain an MMAS, as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract.

### **G.3.1.17 COST ESTIMATING SYSTEM**

An approved cost estimating system is:

## **SECTION G – CONTRACT ADMINISTRATION DATA**

- a. Maintained, reliable, and consistently applied.
- b. Verifiable, supportable, documented, and timely in providing cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.
- c. Consistent with and integrated with the contractor's related management systems.
- d. Subject to applicable financial control systems

Approved estimating systems do not apply to task orders for the acquisition of commercial items or when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

If initial proposal points were claimed for this scoring element, the contractor shall maintain a cost estimating system, as approved by the cognizant ACO of DCMA or other CFA and validated by the ASTRO CO, for the entire duration of the Master Contract.

### **G.3.1.18 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS**

In accordance with the clause 52.204-15, contractors shall provide a report to the ASTRO CO, via the ASP, for Indefinite Delivery contracts. This report shall be delivered annually by no later than October 15th. This clause and associated report are NOT required for actions entirely funded by DoD, contracts awarded with a generic entity identifier, or in classified solicitations, contracts, or orders.

### **G.3.1.19 SUPPLY CHAIN RISK MANAGEMENT (SCRM)**

Annually, each contractor shall re-certify that it is in compliance with FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 BACKGROUND**

This section provides special contract requirements for the Master Contract. Clauses, provisions and other terms and conditions regarding special contract requirements will be designated by the OCO at the task order level.

GSA is specifically authorized to procure on behalf of the Federal Government, DoD, and other Federal agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501). In accordance with FAR 17.502-2(b) and 40 U.S.C. 501, the Economy Act does not apply to task orders awarded under the Master Contract.

The Master Contract is awarded and administered by GSA, FAS, AAS, FEDSIM, ASTRO Program Office. Task orders are solicited, awarded, and administered by FEDSIM and those COs possessing a DPA issued by the ASTRO Program Office.

### **H.2 OBSERVANCE OF FEDERAL HOLIDAYS**

Contractors shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

- a. New Year's Day
- b. Birthday of Martin Luther King Jr.
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day

In addition to the days designated as holidays, the Government may also observe any day designated by Federal Statute, Executive Order, or President's Proclamation.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.3 POOL SELECTION

The Pools of ASTRO are functional Pools. OCOs shall select the appropriate Pool for task order solicitation based upon the preponderance of work in the requirement being solicited. While requirements may contain functional elements that overlap multiple Pools, only a single Pool will be solicited for any single requirement. While a representative NAICS code is assigned to each Pool, the NAICS code does not limit the kind of work that can be performed in the Pool. For example, R&D for nanotechnology can be performed in the ASTRO Research Pool because it fits within the function of the Pool. The same would apply to all of the R&D exceptions, even though a different NAICS code would usually apply. See Section B.2 for a table providing the Pool Name, functional description, NAICS code assignment, and associated small business size standard assignments for each Pool.

### H.4 HSPD-12

When a contractor or its subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), are required to physically access a Federally-controlled facility or access a Federal information system, the contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

### H.5 SUSTAINABILITY

In accordance with GSAM 523.1 and FAR Part 23, the Master Contract seeks to benefit from the use of sustainable management practices by contractors by ensuring that new task order actions for the supply of products and acquisition of services require that the products are Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)-designated, water-efficient, biobased, environmentally preferable (e.g., EPEAT®-registered, or non-toxic or less toxic alternatives), mon-ozone depleting, or made with recovered materials.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies. These disclosures can help ASTRO customers understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements that incorporate these strategies.

GSA encourages contractors to provide the location(s) (Internet URL(s)) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the contractor's webpage. In making sustainability disclosures, the contractor is requested to utilize existing, widely recognized, third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of Corporate Social Responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires. Additionally, it is strongly encouraged that all sustainability disclosures be kept up-to-date and accurate.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.6 PROPRIETARY SOLUTIONS**

Contractors are discouraged from proposing proprietary solutions in response to task order requirements that necessitate the contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a contractor for a given task order requirement, the contractor shall mark its proposal accordingly and clearly notify the OCO of all limitations and costs associated with the proprietary solution.

### **H.7 TASK ORDER PERSONNEL**

The contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under the Master Contract. The contractor shall train contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order.

Except as otherwise provided in an individual task order, the contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits and for complying with any applicable Federal, national, state, and municipal laws, codes, regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under the Master Contract.

#### **H.7.1 SECURITY CLEARANCES**

Security clearances for contractor employees, including subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations as specified in the individual task order. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent). The contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the contractor employee's trustworthiness and suitability for the position.

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government. All necessary facility and employee security clearances shall be at the expense of the contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from contractors and instead charge customer agencies for the background investigations. In these cases, the contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances.

#### **H.7.2 ETHICS AND CONDUCT**

The Master Contract is strictly a non-personal services contract, which means the personnel rendering the services under awarded task orders are not subject, either by the contract's terms or

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other contractor. The Government will not exercise any supervision or control over the contractor in the performance of contractual services. The contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties, the contractor shall ensure that all contractor employees identify themselves as contractor employees and identify the name of the company for which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

The contractor shall not discuss with unauthorized persons any information obtained in the performance of work under a task order, conduct business other than that which is covered by the task order, conduct business not directly related to the task order on Government premises, use Government computer systems and/or other Government facilities for company or personal business, recruit on Government premises, or otherwise act to disrupt official Government business.

The contractor shall ensure that all of its employees, including subcontractor employees, are informed of the substance of this contractual requirement. If a contractor believes any action or communication has been given that would create a business ethic or conduct violation, the contractor shall notify the OCO and ASTRO CO immediately of this communication or action.

### H.7.3 CONFLICTS OF INTEREST

An ASTRO Prime contractor may be a subcontractor (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), to another ASTRO Prime contractor on task orders solicited and awarded under the Master Contract; however, the OCO may require that the contractor sign an Organizational Conflict of Interest (OCI) Statement.

All contractor personnel (including subcontractors and consultants) who will be personally and substantially involved in the performance of any task order issued under the Master Contract, which requires the contractor to act on behalf of, or provide advice with respect to, any phase of an agency procurement, shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” Form. The OCO will provide the appropriate nondisclosure form specific to the task order. This form shall be required prior to the commencement of any work and whenever replacement personnel are proposed under an ongoing task order.

The contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The contractor shall prohibit employees who have access to non-public information from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict. The

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

OCO will review the information provided by the contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

### **H.7.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES**

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under the Master Contract. The contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under the Master Contract to accommodate the working environment, heeding any direction that may be provided by the OCO. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

### **H.8 GOVERNMENT FACILITIES**

The contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, and use of approaches, corridors, stairways, elevators, and similar matters.

A contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and taking disciplinary action with respect to its employees as necessary. The contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on its employer and the Federal Government.

The contractor shall ensure that all of its employees, including subcontractor employees working under the Master Contract, are informed of the substance of this section.

#### **H.8.1 RIGHTS OF INGRESS AND EGRESS**

The rights of ingress to, and egress from, Government facilities for the contractor's personnel shall be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements that shall be specified in the task order. During all operations on Government premises, the contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel.

Contractor employees, including subcontractor employees, shall have in their possession, at all times while working, the specific Government-issued identification credential. The identification credential shall be displayed and visible at all times while on Government property. The Government reserves the right to require contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities. The contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency when contract employees leave the contract, the task order has been completed, employees leave the company, or employees are dismissed or terminated. In addition, the contractor shall notify the issuing agency whenever employee badges are lost.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.8.2 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of task order solutions offered by the contractor, but the Government, where the contractor's approach includes leasing, shall not be the Lessee. Under no circumstances shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items, nor shall the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under the TO.

### H.9 ON-RAMPING

The total number of contractors within any given Pool may fluctuate due to novations, acquisitions, and mergers, or the Government's exercise of the off-ramp process. In addition, it is in the Government's best interest to include additional qualified contractors to meet customer requirements and enhance competition at the task order level. The original number of awards (45) in each Pool only applies to the original award process. On-ramps may result in more contractors in a given Pool or all Pools based on the Government's discretion.

Any on-ramping procedure identified below is at the sole discretion of the Government. On-ramping may be performed for any single Pool or multiple Pools at any time during the ordering period of the Master Contract.

If the intent of an on-ramp is to "add" contractors to increase the total number of contractors in a given Pool beyond the original number of awards, the new standard of highest technically rated qualifying offerors will be identified in the solicitation and the highest technically rated qualifying offerors will receive those awards regardless of how their scores compare to the original awardees.

If the intent of an on-ramp is to "replace" contractors removed from a Pool as a result of novations, acquisitions, mergers, or the Government's exercise of the off-ramp process, offerors shall achieve an evaluated numerical score that is equal to or higher than the lowest evaluated numerical score in the Pool at the time of the original Master Contract awards. The lowest evaluated numerical score will be identified in the reopening of the original ASTRO solicitation for any given on-ramped Pool.

The following procedures apply to on-ramping:

- a. An on-ramping notice is published in accordance with FAR Part 5, Publicizing Contract Action.
- b. A re-opening of the ASTRO solicitation will be posted including the representations and certifications, evaluation factors, and scoring methodology materially identical to the original version of the ASTRO solicitation.
- c. The terms and conditions of the on-ramping solicitation will be materially identical to the original version of the Master Contract.
- d. When determined to be in the best interest of the Government, contractors may be required to achieve an evaluated numerical score that is equal to or higher than the lowest evaluated numerical score in the Pool at the time of the original Master Contract awards.
- e. The solicitation will identify the applicable definition of Qualifying Offeror (number of contracts that GSA intends to award).

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- f. The ordering period for the on-ramp awards will be coterminous with the existing ordering period of the original Master Contract awards.

### **H.9.1 LATERAL POOL ON-RAMPING**

GSA will determine whether it would be in the Government's best interest to initiate an open season for lateral Pool ramping. Lateral Pool ramping means that existing ASTRO contractors will be eligible to compete for a Pool(s) that they don't already have an award.

### **H.9.2 SUBPOOL ON-RAMPING**

GSA will determine whether it would be in the Government's best interest to initiate an open season to create a subpool within an already established Pool. This may be done in response to customer needs, competition levels, or other factors.

Any contractor already possessing a contract in the affected Pool will automatically be included in the newly formed subpool if the contractor can provide evidence that it has performed as a prime contractor within the function of the new subpool.

New offerors shall compete under the evaluation factors and scoring methodology of the solicitation.

### **H.9.3 OPEN SEASON ON-RAMPING**

GSA will determine whether it would be in the Government's best interest to initiate an open season to "replace" or "add" contractors to any given Pool.

### **H.10 DORMANT STATUS**

GSA is responsible for ensuring performance and compliance with the terms and conditions of the Master Contract and safeguarding the interests of the customer and the American taxpayer. If the ASTRO CO determines that any requirement of ASTRO is not being met then the contractor may be placed into Dormant Status.

Dormant status may be activated for a given ASTRO Pool that a contractor has been awarded or Dormant Status may be activated for all ASTRO Pools a contractor has been awarded. If Dormant Status is activated and the process articulated herein is afforded, the contractor shall not be eligible to participate or compete in any subsequent ASTRO task order solicitations; however, the contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications of those active task orders.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the Master Contract only. Grounds for being placed in Dormant Status are a contractor's material breach of the Master Contract or any task order, including but not limited to, a pattern of nonperformance; failure to meet the deliverables requirements of the Master Contract; failure to meet small business subcontracting goals; or failure to maintain Government business systems under the Master Contract.

Dormant status will only be imposed after careful consideration of the situation and collaboration with the contractor to resolve the issues. GSA must ensure that contractors receive impartial, fair, and equitable treatment. To place a contractor in Dormant Status, the ASTRO CO shall first send

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

a letter, in writing, to the contractor regarding the non-compliance issue. The contractor shall have reasonable time, at the discretion of the ASTRO CO, to provide a remediation plan to correct the deficiencies or to contest the purported factual basis of the deficiencies. If the ASTRO CO is satisfied with the contractor's response, the contractor will not be placed in Dormant Status as long as the contractor successfully follows the remediation plan. If the ASTRO CO is not satisfied with the response, or the remediation plan is not effective, the ASTRO CO may issue a final decision, in writing, placing the contractor in a Dormant Status. The ASTRO CO's final decision may be appealed to the GSA Ombudsman under Alternative Disputes Resolution (ADR), as defined in GSAM 533.214 and FAR Subpart 33.201.

If the ASTRO CO places a contractor in Dormant Status, the contractor may exit Dormant Status by proposing a remediation plan to the ASTRO CO for any existing contracts and successfully following the plan. If the ASTRO CO is not satisfied with the response, or the remediation plan is not effective, the ASTRO CO, at their discretion, may refuse to remove the contractor from Dormant Status.

### **H.11 OFF-RAMPING**

GSA reserves the unilateral right to Off-Ramp non-performing contractors. Contractors that are Off-Ramped shall have no active task orders under their corresponding Pool at the time of the Off-Ramping. Contractors under more than one Pool may only be off-ramped from the Pool where the non-performing issues have occurred.

Off-ramping methods may result from one of the following conditions:

- a. Permitting the contractor's Pool(s) to expire instead of exercising the First Option Period.
- b. After a contractor is placed in Dormant Status and the contractor has completed all previously awarded task orders under the Master Contract.
- c. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- d. Termination as defined in FAR Part 49.
- e. Failure to meet the standards of performance, deliverables, or compliances.
- f. Taking any other action which may be permitted under the Master Contract's terms and conditions.

### **H.12 OPTION TO EXTEND THE TERM**

After the initial contract term of five years, the Master Contract has included FAR 52.217-9, Option to Extend the Term of the Contract, for a subsequent contract term of five years.

The purpose of this option is to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful contractor performing at a level that meets or exceeds GSA's quality performance expectations.

In recognition of exceptional contract and task order performance during its initial five-year term of performance, the Government will consider exercising a contractor's option for an additional five-year term of performance.

The option determination will be based on the conditions set forth in FAR Subpart 17.207, the overall quality of the contractor's Past Performance under the Master Contract and awarded task

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

orders, meeting the deliverable and compliance standards of the Master Contract, and maintaining a strategic partnership between the ASTRO contractors, GSA personnel, and Federal customers to identify and achieve reciprocal goals.

### **H.13 CLOSEOUTS**

The Master Contracts will be closed out upon the closeout of all task orders awarded under the Master Contract.

The OCO is responsible for closing their task orders under the Master Contract. Task order closeout will be accomplished within the procedures set forth in FAR Part 4, Administrative Matters, and FAR Part 42, Contract Administration and Audit Services.

The OCO is encouraged to utilize FAR Subpart 42.708, Quick-Closeout Procedures, to the maximum extent practicable. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout procedures shall be final for the task order it covers and no adjustment shall be made to other task orders for over-or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick-closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.

### **H.14 PARTNERING**

GSA intends to encourage the foundation of a cohesive partnership between the ASTRO contractors, GSA ASTRO personnel, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the ASTRO contract.

Failure to attend meetings, maintain a contractor ASTRO webpage, or otherwise comply with this section may result in activation of Dormant Status and/or a contractor being Off-Ramped (See Sections H.10 and H.11).

#### **H.14.1 MEETINGS**

From time to time, the Government may require contractor attendance, including the attendance of contractor Key Personnel, at meetings at various locations. Meetings may be via web-casting or in-person at a Government facility, commercial conference center, or mutually agreed-upon contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the duration of ASTRO in order to assess performance against the goals and to reinforce partnering principles.

GSA may require up to two ASTRO Ecosystem (AE) meetings per year. The goal of the AE meetings are to provide a platform for ASTRO contractors, ASTRO staff, and other agency representatives to communicate current issues; resolve potential problems; discuss business and marketing opportunities; review future and ongoing initiatives; create networking opportunities between ASTRO Prime contractors; introduce small businesses with unique or special skill

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

sets/products; and address ASTRO fundamentals. Any contractor costs associated with AE Meetings shall be at no direct cost to the Government.

### H.14.2 GSA ASTRO WEBPAGE

GSA will establish an ASTRO website for the purposes of informing customers, stakeholders, and the general public of the attributes and procedures for ASTRO.

The GSA ASTRO webpage may include, but not be limited to, the following:

- a. General overview of the attributes of ASTRO.
- b. The ASTRO conformed contract (Sections B through J).
- c. GSA Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- d. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- e. List of Contractor Numbers, Company Names by NAICS Pools and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO.
- f. DPA process for the OCO.
- g. ASTRO Training and Ordering Guides.
- h. Sample procurement templates for the OCO.
- i. Scope review process for the OCO.
- j. Links to other mandatory websites for reporting purposes or ordering procedures.
- k. List of contractors not eligible for solicitations and awards due to Dormant Status or Off-Ramping, if necessary.
- l. Frequently Asked Questions.

### H.14.3 CONTRACTOR ASTRO WEBPAGE

Within 30 days of the Notice to Proceed, the contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the term of ASTRO and task orders awarded under ASTRO. The contractor shall make its ASTRO webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the contractor to communicate with potential customers regarding the contractor's ability to provide in-scope services under ASTRO. At a minimum, this webpage shall include, but is not limited to, the following:

- a. Link to the GSA ASTRO webpage.
- b. General overview of ASTRO.
- c. ASTRO related marketing materials and news releases.
- d. Contractor capabilities for ASTRO.
- e. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- f. Data Universal Numbering Systems (DUNS) Number.
- g. Sustainability disclosures, if any.
- h. Supply Chain Risk Management (SCRM) strategies, if applicable.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.14.4 MARKETING**

The contractor shall maintain participation by actively pursuing work and competing for task order solicitations under ASTRO. The contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of ASTRO.

The contractor may develop company specific ASTRO brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of ASTRO. All marketing, promotional materials, and news releases in connection with ASTRO or task order awards under ASTRO, including information on the contractor's ASTRO webpage, may be co-branded with marks owned or licensed by the contractor and GSA, as long as the contractor complies with GSAM 552.203-71, Restriction on Advertising.

GSA reserves the right to review and approve, any marketing, promotional materials, or news releases by a contractor that is ASTRO-related, including information on the contractor's ASTRO webpage.

### **H.15 CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) PILOT PROGRAM**

This procurement has been identified as a CMMC Pilot activity. This will not be a condition of award, but will be a voluntary opportunity to participate in CMMC assessments of the prime and select members of the supply chain. These assessments will be not for attribution or for certification. These assessments will provide the Government and contractors with awareness of their cyber vulnerabilities. There will be a post award conference held between the Government and contractor to identify the Controlled Unclassified Information (CUI) and map it through the supply chain. Based on this mapping several contractors who would handle CUI would have a CMMC Level 3 assessment performed and those not handling CUI would have a CMMC Level 1 assessment performed, again not for attribution or certification.

### **H.16 SUPPLY CHAIN RISK MANAGEMENT (SCRM)**

GSA has taken a leadership position (along with other key federal entities) within the federal government in the implementation and oversight of SCRM. SCRM standards and guidance for civilian agencies is working to move in line with the levels found in defense and national security related agencies. Currently, the SCRM landscape is in its infancy and many tools and standards are yet to be defined or in a state of change. However, this is a critical issue to the federal government with regards to cybersecurity, information assurance, supply chain risk, and national defense. While most SCRM requirements and analysis shall take place at the task order level based on the requirements involved, an effort to recognize the importance of SCRM is being placed at the Master Contract level as well. In support of this, the Master Contract includes the following terms and conditions for SCRM measures:

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- a) All ASTRO Contractors agree to work cooperatively and bilaterally with the ASTRO PMO in the future implementation of SCRM issues.
- b) Contractors in the Data Operations Pool shall submit a SCRM Mitigation Plan annually beginning one year AFTER the ASTRO Notice to Proceed. More information regarding the details of the plan shall be provided 90 days prior to the initial submission date. ASTRO Contractors in other Pools may be required to submit a SCRM Mitigation Plan as well if deemed that the task orders they are performing under ASTRO are covered under supply chain risk guidelines.
- c) GSA is currently developing a tool to assess SCRM issues called the GSA Vendor Risk Assessment Program (VRAP) to identify, assess and monitor supply chain risks of critical vendors. The Government may use any information from public unclassified, classified or any other source for its analysis. Once complete, the Contractor agrees the Government may, at its own discretion, perform audits of supply chain risk processes or events. On site assessments may be required. VRAP is designed to monitor the following:
  - 1) Risk of Foreign ownership, control or influence
  - 2) Cyber risk
  - 3) Factors which would impact the company's vulnerability, such as financial performance.
- d) In the event that supply chain risks are identified and corrective action becomes necessary, such corrective actions would be mutually agreed to, based upon specific identified risks.

## SECTION I – CONTRACT CLAUSES

### I.1 TASK ORDER CLAUSES

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), the ASTRO Master Contracts cannot predetermine all the contract provisions/clauses for future individual task orders. However, all applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all ASTRO task orders, based on their specific contract type (e.g. cost, fixed price etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued.

However, the OCO shall identify in the task order solicitation whether FAR Part 12 commercial clauses/provisions do or do not apply. Furthermore, the OCO shall identify any optional and/or agency-specific provisions/clauses for each individual task order solicitation and subsequent award. For optional and/or agency-specific provisions/clauses, the OCO shall provide the provision/clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued.

### I.2 MASTER CONTRACT CLAUSES

The following clauses apply only to the ASTRO MA-IDIQ task order contract. The clauses and dates remain unchanged throughout the term of ASTRO unless changed through a bi-lateral modification to ASTRO.

#### I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://acquisition.gov/>.

#### I.2.2 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

## SECTION I – CONTRACT CLAUSES

### I.2.3 FAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

<b>FAR</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>DATE</b>
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-16	Preventing Personal Conflict of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-5	Women-Owned Business (Other Than Small Business).	OCT 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting.	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal.	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-Representation.	DEC 2019
52.207-3	Right of First Refusal of Employment	MAY 2006

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>DATE</b>
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	OCT 2016
52.208-8	Required Sources of Helium and Helium Usage Data	AUG 2018
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	JUN 2018
52.210-1	Market Research	APR 2011
52.211-5	Materials Requirements	AUG 2000
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	OCT 2010
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications Alternate IV	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	JUN 2020
52.219-9	Alternate II	NOV 2016
52.219.14	Limitations on Subcontracting	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	May 2020
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>DATE</b>
52.222-29	Notification of Visa Denial	APR 2015
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specific Method)	AUG 2018
52.222-35	Equal Opportunity For Veterans	OCT 2015
52.222-36	Equal Opportunity For Workers With Disabilities	JUL 2014
52.222-37	Employment Reports Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.225-1	Buy American-Supplies	MAY 2014
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	MAY 2014
52.225-5	Trade Agreements	OCT 2019
52.225-9	Buy American-Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY 2020
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>DATE</b>
52.227-1	Authorization and Consent	JUN 2020
52.227-1	Authorization and Consent Alternate I	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.227-10	Filing of Patent Applications-Classified Subject Matter	DEC 2007
52.227-11	Patent Rights-Ownership by the Contractor	MAY 2014
52.227-13	Patent Rights-Ownership by the Government	DEC 2007
52.227-14	Rights in Data—General	MAY 2014
52.227-22	Major System-Minimum Rights	JUN 1987
52.228-3	Workers’ Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.228-8	Liability and Insurance-Leased Motor Vehicles	MAY 1999
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-23	Assignment of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law For Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-16	Responsibilities for Supplies	APR 1984

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>DATE</b>
52.246-25	Limitation of Liability – Services	FEB 1997
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

### 1.2.4 GSAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

<b>GSAR</b>	<b>TITLE</b>	<b>DATE</b>
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.215-73	Notice	JUL 2016
552.216-74	GSA Task-Order and Delivery-Order Ombudsman	JAN 2017
552.223-73	Preservation, Packaging, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments	JUN 2015
552.228-5	Government as Additional Insured	JAN 2016
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (DEVIATION FAR 52.232-39)	FEB 2008
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses	FEB 2018
552.237-71	Qualifications of Employees	MAY 1989
552.237-73	Restriction on Disclosure Of Information	JUN 2009

### 1.2.5 FAR AND GSAR CLAUSES IN FULL TEXT

#### 1.2.5.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is in accordance with Section B.2 for each Pool.
- (2) The small business size standard is in accordance with Section B.2 for each Pool.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (i)  Paragraph (d) applies.

## SECTION I – CONTRACT CLAUSES

- (ii)  Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
    - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
  - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
  - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that–
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
  - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
  - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
  - (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
  - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

## SECTION I – CONTRACT CLAUSES

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

## SECTION I – CONTRACT CLAUSES

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

## SECTION I – CONTRACT CLAUSES

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

### I.2.5.2 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Master Contract’s Notice-to-Proceed through five years and one (five-year) option that may extend the cumulative ordering period to ten years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### I.2.5.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the simplified acquisition threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of: **Not Applicable**
  - (2) Any order for a combination of items in excess of: **Not Applicable**
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## SECTION I – CONTRACT CLAUSES

### **I.2.5.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years after the Master Contract’s ten-year ordering period expires.

(End of clause)

### **I.2.5.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

### **I.2.5.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the ordering period of ten years for task orders issued under the Master Contract plus five years after the Master Contract’s ordering period expires for task order performance.

## SECTION I – CONTRACT CLAUSES

### **I.2.5.7 GSAR 552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (JAN 2016)**

- (a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.
- (b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
- (c) The GSA Ombudsman is located at the GSA, Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of Clause)

## **SECTION J – LIST OF ATTACHMENTS**

**J.1 LABOR CATEGORIES AND DEFINITIONS – ATTACHMENT A**

**J.2 GSA FORM 527 CONTRACTOR’S QUALIFICATIONS AND FINANCIAL INFORMATION – ATTACHMENT B**

**J.3 SCORING TABLES – ATTACHMENT C**

**C.1 DATA OPERATIONS POOL**

**C.2 MISSION OPERATIONS POOL**

**C.3 AVIATION POOL**

**C.4 GROUND POOL**

**C.5 SPACE POOL**

**C.6 MARITIME POOL**

**C.7 DEVELOPMENT/SYSTEMS INTEGRATION POOL**

**C.8 RESEARCH AND DEVELOPMENT (R&D) POOL**

**C.9 SUPPORT POOL**

**C.10 TRAINING POOL**

**J.4 PAST PERFORMANCE SURVEY FORM – ATTACHMENT D**

**J.5 ASTRO INDIVIDUAL SUBCONTRACTING PLAN TEMPLATE – ATTACHMENT E**

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://acquisition.gov/>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	System for Award Management	OCT 2018
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2017

### **L.2 FAR AND GSAR PROVISIONS**

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

#### **L.2.1 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – ALTERNATE IV (OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: Not applicable.

(End of provision)

#### **L.2.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of ten separate MA-IDIQ contracts resulting from this solicitation.

(End of provision)

#### **L.2.3 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

ASTRO spans many NAICS Codes and NAICS Code Exceptions under several different economic subsectors. ASTRO is shaped around functional domain areas that are referred to as Pools. Each Pool will be assigned a representative NAICS Code and associated size standard. There shall be a total of ten Pools at initial award. Utilization of on-ramping (Section H.9.) may create additional Pools in the future. Each Pool will be a separate ASTRO MA-IDIQ task order contract.

Multiple awards shall be made in each of the ten Pools. The Government anticipates 45 awards in each Pool. In the event of a tie at the number 45 position, all offerors tied will receive an award in the respective Pool.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Because this solicitation covers ten ASTRO MA-IDIQ contracts, each Pool has a representative NAICS Code. See the table in Section B.2 for Pools, function, NAICS, and small business size standard.

A single offeror may compete for more than one ASTRO Pool.

(End of provision)

### **L.2.4 FAR 52.216-28 – MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (OCT 1995)**

The Government intends to award multiple contracts for the same or similar advisory and assistance services in accordance with Section L.2.3.

(End of provision)

### **L.2.5 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Fritz G. Lanham Federal Building  
General Services Administration  
Federal Acquisition Service  
ASTRO Program Office  
Attn: Valerie Bindel, Contracting Officer  
819 Taylor Street  
Suite 13A33  
Ft. Worth, TX 76102

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

### **L.2.6 FAR 52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (OCT 2016)**

- (a) *Definition.* “Small Business Teaming Arrangement,” as used in this provision-

(1) Means an arrangement where–

- (i) Two or more small business concerns have formed a joint venture; or  
(ii) A small business offeror agrees with one or more other small business concerns to have them act as its subcontractors under a specified Government contract. A Small Business Teaming Arrangement between the offeror and its small business subcontractor(s) exists through a written agreement between the parties that–  
(A) Is specifically referred to as a “Small Business Teaming Arrangement”; and  
(B) Sets forth the different responsibilities, roles, and percentages (or other allocations) of work as it relates to the acquisition;

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

(2)

(i) For civilian agencies, may include two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii).

(ii) For DoD, may include two business concerns in a mentor-protégé relationship in the Department of Defense Pilot Mentor-Protégé Program (see section 831 of the National Defense Authorization Act for Fiscal Year 1991 (Public Law 101-510; 10 U.S.C. 2302 note)) when both the mentor and the protégé are small. There is no exception to joint venture size affiliation for offers received from teaming arrangements under the Department of Defense Pilot Mentor-Protégé Program; and

(3) See 13 CFR 121.103(b)(9) regarding the exception to affiliation for offers received from Small Business Teaming Arrangements in the case of a solicitation of offers for a bundled contract with a reserve.

(b) The Government is soliciting and will consider offers from any responsible source, including responsible small business concerns and offers from Small Business Teaming Arrangements or joint ventures of small business concerns.

(End of provision)

### L.2.7 GSAR 552.238-76 USE OF NON-GOVERNMENT EMPLOYEES TO REVIEW OFFERS (MAY 2019)

(a) The Government may employ individual technical consultants/advisors/contractors from the below listed organizations to review limited portions of the technical, management and price proposals to assist the government in both pre-award and post-award functions.

Apex Logic, Inc

Hive Group, LLC

(b) These representatives will be used to advise on specific technical, management, and price matters and shall not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process. In addition, Contractor personnel may be used in specific contract administration tasks (e.g., administrative filing, review of deliverables, etc.).

(c) If individual technical consultants/advisors/contractors are utilized as described in (b) above, they will be required to execute a non-disclosure and organizational conflict of interest statements.

(End of provision)

### L.3 PROPOSAL SUBMISSION INSTRUCTIONS

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing offers. Omission of any information from the proposal submission requirements may result in rejection of the offer.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

A total of ten MA-IDIQ contracts (Pools) will result from this solicitation. Offerors may compete for more than one Pool; however, each offeror shall only submit one proposal. When an offeror is sharing resources from other entities by way of a Meaningful Relationship Commitment Letter, only one offer (e.g., proposal) from that Corporate Structure shall be submitted (See Section L.5.1.6).

**No company may have more than one submission in any given Pool regardless of being a prime or teaming partner/subcontractor/joint venture member. Any company found submitting or being a part of more than one proposal in a given Pool shall have ALL of those offers disqualified from consideration.**

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Sections L and M of this solicitation.

Offerors may make minor formatting changes to Section J templates used in proposal submission. For example, minor formatting changes include such things as adjusting page breaks, adding corporate identification logos, and including disclaimers of proprietary information.

The electronic solicitation documents, as posted on <http://www.beta.sam.gov>, shall be the “official” documents for this solicitation.

The Government will not reimburse offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

**Offerors shall provide all documentation and proposal contents via the ASP.** The link to access the ASP is: <https://astro.app.cloud.gov>

All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the offeror to civil or criminal prosecution under Section 18 U.S.C. § 1001.

**This solicitation instructs offerors to provide support documentation for practically all evaluation criteria. While some subsections of Section L may indicate an offeror shall provide a particular form of documentation for validation purposes, offerors may provide whatever official and verifiable documentation is necessary to validate any evaluation criteria being claimed.**

### L.3.1 OFFICIAL LEGAL BIDDING ENTITY

All proposal contents shall be in the offeror’s name as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding Commercial and Government Agency (CAGE) Code and DUNS Number in [www.beta.sam.gov](http://www.beta.sam.gov) (See Section L.5.1.1).

The only exception to the above paragraph is if the offeror is claiming an evaluation element from a qualifying meaningful relationship in accordance with the instructions in Section L.5.1.6.

### L.3.2 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

By the closing date of this solicitation, if a company has acquired part or all of another company, the transferee company (the company acquiring the other company) may claim credit for the additional points for Relevant Experience Projects and the Past Performance projects so long as a

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Government-approved novation of a U.S. Federal contract from one contractor to another has been made. The company who sold the part of its company that performed the project may not claim the novated project(s) in an ASTRO proposal.

For example, Company XYZ performed a relevant experience project under its Subsidiary, ABC Inc. under Contract Number 12345. Company XYZ sold ABC Inc. to BLANCO Company and Contract Number 12345 was officially novated to BLANCO Company by a CO on May 1, 2020. BLANCO Company (and only BLANCO Company) can claim credit for the relevant experience project under Contract Number 12345 once the novation is completed. Company XYZ may not claim Contract Number 12345 once the novation is completed.

### **L.3.3 INVERTED DOMESTIC CORPORATIONS**

Inverted Domestic Corporations are not eligible for award under this solicitation.

Inverted Domestic Corporation, as defined in FAR 52.209-10, means a foreign incorporated entity that is treated as an inverted domestic corporation under 6 U.S.C. 395(b) (i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

### **L.3.4 PROPOSAL DUE DATE**

Proposals are due no later than 4:00 p.m. Central Daylight Time (CDT) on October 30, 2020.

Proposals shall be submitted electronically via the ASP. This portal is accessible at: (<https://astro.app.cloud.gov>)

### **L.3.5 SOLICITATION QUESTIONS**

The ASTRO CO is the sole POC for all questions under this solicitation. Offerors shall submit all questions via the ASP. The offeror shall include the company name and solicitation number in the subject line of the question. Question(s) shall include the page number, section number, and paragraph number that pertain to the offeror's question(s).

Questions not submitted via the ASP will not be answered. Questions shall be answered via the ASP and shall be made available to all potential offerors via the ASP. Questions can be submitted any time after the solicitation is posted at <http://www.beta.sam.gov>; however, all questions shall be received no later than 4:00 p.m., CDT on October 16, 2020.

The ASTRO team will make every effort to answer questions daily to the question submitter. The ASTRO team will make every effort to share questions and answers with all offerors one day following question(s) submission. A consolidated list of all questions and answers will be posted under an amendment to the solicitation at <http://www.beta.sam.gov> prior to the solicitation closing date. Questions received after 4:00 p.m. CDT on October 16, 2020 will only be answered at the discretion of the ASTRO CO by amendment to the solicitation posted at <http://www.beta.sam.gov> prior to the solicitation closing date.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Questions regarding Symphony (e.g., access, system issues, and upload issues) shall be submitted through Symphony via the Symphony helpdesk at [client.support@apexlogic.com](mailto:client.support@apexlogic.com). If an offeror is having issues submitting its question, the offeror shall contact the helpdesk. The helpdesk is only obligated to respond to tickets that are received 36 hours in advance of the closing of the deadline to submit proposals. Any questions regarding Symphony submitted after this deadline, or through any means other than Symphony, will not be considered by the Government. The offeror is solely responsible for its inability to submit a proposal due to issues with Symphony that were not submitted to the Symphony helpdesk at least 36 hours in advance of the closing of the deadline to submit proposals.

Acknowledgement of receipt of questions will not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

### **L.4 PROPOSAL FORMAT**

**Offerors shall provide all documentation and proposal contents via the ASP.** The ASP shall guide offerors through the submission and format process.

Do not submit paper proposals. The Government will not review any paper proposal.

It is the sole responsibility of the offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. All proposal documentation submitted shall be in .pdf format.

### **L.5 PROPOSAL CONTENT**

Except for allowances provided in Section L.5.1.5, all Relevant Experience projects and Past Performance submitted in response to this solicitation shall have been performed as a prime contractor. Prime contractor means the contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a contractor, the contractor is considered the prime contractor. For example, prime contractors are identified as such on the cover page of contracts or task orders such as:

- a. Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor)
- b. SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor)
- c. SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor)
- d. Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- e. Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor)
- f. GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor)

When a prime contractor awards a contract to a contractor, the contractor is considered a subcontractor. Any evaluation element for which an offeror was identified as a subcontractor will be rejected.

Other Transaction Authority (OTA) Awards issued under OTAs are considered prime contracts, provided the offeror can submit OTA documentation to clearly demonstrate that the requirements

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

and/or evaluation points claimed for that specific area are met. If the following elements are not clearly demonstrated in the OTA documentation (e.g., the OTA was operated through a consortium), the offeror shall submit in its proposal a letter from the warranted CO responsible for the OTA to demonstrate:

- a. The Offeror performing under the OTA has privity-of-contract with the Government.
- b. The Government was responsible for selecting the awardee of such an OTA.

### **L.5.1 GENERAL**

To be eligible for award, the offeror shall adhere to the directions and submit the following information through the ASP.

#### **L.5.1.1 STANDARD FORM (SF) 33**

Offeror means the entity identified in Block 15A on the SF 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted as page 1 of the solicitation in the Government Point of Entry (GPE), the offeror shall fill out blocks 12 through 18 accordingly:

- a. The Government requires a minimum acceptance period of not less than 365 calendar days. The offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of 365 calendar days. Acceptance Period means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of an offer. An offer may only specify a longer acceptance period than the Government's minimum requirement.
- b. If any amendments to the solicitation are issued, the offeror shall acknowledge each amendment number and date in Block 14 of the SF 33.
- c. The offeror's legal name and address in Block 15A on the SF33 shall match the information for the Offeror in SAM at <http://www.sam.gov>, including the corresponding CAGE Code Number and DUNS Number. The address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary.
- d. The name, title, signature, and date identified in Blocks 16, 17, and 18 shall be an authorized representative with authority to commit the offeror to contractual obligations

#### **L.5.1.2 PROFESSIONAL EMPLOYEE COMPENSATION PLAN**

The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For the ASTRO MA-IDIQ, the offeror shall submit a Professional Employee Compensation Plan that addresses the offeror's methodology for determining salaries and fringe benefits for its professional employees in preparation of future task order requirements under the ASTRO MA-IDIQ. The professional employee compensation plan will be incorporated by reference into any resulting ASTRO MA-IDIQ.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.5.1.3 UNCOMPENSATED OVERTIME POLICY

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Task orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For the ASTRO MA-IDIQ, the offeror shall submit its policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract. The uncompensated overtime policy will be incorporated by reference into any resulting ASTRO MA-IDIQ.

### L.5.1.4 MODIFIED PRE-AWARD SURVEY (SF 1408)

The offeror shall answer questions, using an electronic form in the ASP titled, Modified Pre-Award Survey (SF 1408). No other format or additional proposal documentation will be considered. There are no page limitations to the template or support documentation.

The template shall be signed by the individual responsible for the design of the offeror's accounting system.

If an offeror's accounting system has been audited by the Defense Contract Audit Agency (DCAA), Certified Public Accountant (CPA)/Consultant, or other CFA other than DCAA, the offeror shall provide the most current audit of its accounting system or whatever documentation the offeror has regarding DCAA review of its accounting system.

If an offeror's accounting system has been audited by DCAA and determined acceptable for award of prospective contracts, and there have been no changes to the accounting system since the last DCAA audit, the offeror is not required to answer Questions 3 through 21; otherwise, the offeror shall answer all 21 questions.

In addition to the offeror's Representations and Certifications regarding the provisions of FAR 52.230-1 and 52.230-7, the offeror shall answer Questions 2 through 2.C. regardless if the offeror is not subject to CAS. If the answer to Question 2 is "YES," the offeror shall attach its most recent audit reports regarding all CAS compliance or non-compliance issues to the Modified Pre-Award Survey (SF 1408) template.

**CAUTION: If the answer to Question 6 is "NO," (Is your organization's Accounting System ready for a DCAA audit?), the offeror may be ineligible for award.**

The offeror shall not contact DCAA regarding this solicitation. The offeror does not need a DCAA audit prior to the solicitation closing date, but it shall have an approved accounting system ready for DCAA audit. For apparent successful offerors, GSA will provide DCAA the Modified Pre-Award Survey (SF 1408) document and the offerors' support documentation. DCAA will schedule audits of an offeror's accounting system, if necessary, prior to award.

For further information, please review DCAA Manual No. 7641.90, Information for Contractors, dated June 26, 2012, located at [http://www.dcaa.mil/DCAAM\\_7641.90.pdf](http://www.dcaa.mil/DCAAM_7641.90.pdf).

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.5.1.5 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS, IF APPLICABLE

Within a corporate structure, an offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. GSA **will** allow an offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the offeror and commitment letters are provided to the Government.

- a. Outside a corporate structure, such as subcontractor (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), performance under a prime contractor, GSA will **not** allow an offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) as a subcontractor in accordance with the following definition established in Section L.5. Affiliates are business concerns of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.
- b. Division is a separate business unit of a company representing a specific business function.
- c. Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

For the purposes of ASTRO, a “meaningful relationship” exists within a corporate structure when at least one of the following conditions exists:

- a. An entity is a wholly owned subsidiary of a parent organization.
- b. An entity is a parent of a wholly owned subsidiary.
- c. An entity operates under a single internal operational unit.
- d. An entity operates under a consolidated accounting system.
- e. An entity operates under a consolidated purchasing system.
- f. An entity operates under a consolidated human resources or personnel system.
- g. An entity operates under common policy and corporate guidelines.
- h. Operating structure between the entities includes internal organizational reporting lines and management chains for “lines of business” that operate across the formal corporate subsidiaries.

When an offeror is sharing resources from other entities by way of a meaningful relationship within a corporate structure, only one offer (e.g., proposal) from that corporate structure shall be submitted per Pool. For each meaningful relationship identified for ASTRO proposal elements, the offeror shall provide a Meaningful Relationship Commitment Letter that includes the following:

- a. Clear and legal identification of the meaningful relationship between the offeror and entity identified.
- b. A statement of commitment as to the performance and utilization of the identified entity’s resources on ASTRO task orders.
- c. Each applicable proposal element shall be clearly and specifically identified.
- d. Signatures of both the offeror and meaningful relationship entity.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above.

For example, if ABC Inc. is the offeror and ABC Inc. is taking credit for the subsidiary, Best R&D LLC's DCMA approved "Purchasing System," ABC Inc. shall show how ASTRO task orders will be processed through Best R&D LLC's purchasing system. Furthermore, ABC Inc. shall submit a commitment letter between ABC Inc. and Best R&D LLC indicating that it will, in fact, process ABC Inc.'s ASTRO task orders through Best R&D LLC's purchasing system. This example applies to all the proposal submission documents that involve resources/experience from other than the offeror.

Meaningful Relationship Commitment Letters will be incorporated by reference into any resulting contract award.

### **L.5.1.6 CONTRACTOR TEAM ARRANGEMENTS (CTA), IF APPLICABLE**

A CTA is an arrangement in which two or more companies form a Partnership or Joint Venture act as a potential prime contractor (See FAR 9.601(1)); or, a potential prime contractor agrees with one or more other companies to have them act as its subcontractors (for clarity, the term "subcontractor" here means a CTA partner and not the standard definition of "subcontractor" found in FAR Part 42), under a specified Government contract or acquisition program (See FAR 9.601(2)). For the purposes of submitting an offer under this solicitation, CTAs of both varieties are allowable in accordance with the following paragraphs.

An offeror may submit a proposal under a CTA in the form of a Partnership or Joint Venture only if the Partnership or Joint Venture has a corresponding DUNS Number in SAM and all the proposal submission documents are in the name of the Partnership, the Joint Venture, or the individual members of the Partnership or Joint Venture. However, any proposal submission requirements associated with scoring points that are provided shall be in the name of the CTA; otherwise, the points allotted for those scoring aspects shall be considered "non-prime." See applicable scoring charts for point allotments in Attachments C.1 through C.10. For example:

- a. Company A, Company B, and Company C formed a Joint Venture called, ABC Incorporated. A relevant experience project in the name of ABC Incorporated will be scored as a prime. A relevant experience project in the name of Company A, B, or C only, is allowable, but will be scored as a non-prime.
- b. Company A, Company B, and Company C formed a CTA partnership called, ABC Incorporated. Company A is identified as the prime contractor in the CTA partnership and Company B and Company C are identified as subcontractors. A relevant experience project in the name of ABC Incorporated will be scored as a prime. A relevant experience project in the name of Company A, B, or C only, is allowable, but it will be scored as a non-prime.

Offerors who are CTA may submit a proposal under this solicitation subject to the following conditions:

- a. The CTA is registered in SAM and has a corresponding DUNS Number.
- b. The CTA fills out and submits the Representations and Certifications.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- c. The CTA, or the individual team members, shall represent all proposal submission documents required under Section L.5, including all relevant experience, Past Performance, and other business factors, as applicable, under this solicitation.
- d. The offeror shall submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship, disclosing the legal identity of each team member of the Joint Venture or Partnership, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the Joint Venture or Partnership shall:
  1. Clearly identify the entities of the Joint Venture or Partnership relationship, including disclosure of the primary POC for each of the members of the team.
  2. Disclose whether or not the Joint Venture or Partnership designates a particular entity as the team lead, and if so, the Joint Venture or Partnership shall clearly explain the specific duties/responsibilities of the team lead to the other members of the team and to the Government.
  3. Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under ASTRO and meeting the performance standards in Section F.4.
  4. Address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members.
  5. Address the duration of the Joint Venture or Partnership, including when it became effective, when it expires, and the basis for termination.

Failure to provide the Government with the requested documentation establishing the CTA relationship shall result in the offer being rejected as being non-conforming.

### **L.5.1.7 POOL SELECTION**

Offerors shall select the Pools for which they wish to compete, in the ASP.

### **L.5.1.8 SELF SCORING**

Offerors shall identify the scoring criteria for which they wish to claim credit, in the ASP. The ASP will provide a private dashboard that will provide each offeror's score total in real time as it claims credit for each scoring element for each Pool. The portal will also create a self-score report for each Pool being applied for.

### **L.5.1.9 SUBCONTRACTING PLAN**

A small business concern is not required to submit a subcontracting plan. For Other than Small Business concerns, the offerors shall provide a subcontracting plan.

Although an individual subcontracting plan is preferred and necessary to receive points allotted in Attachments C.1 through C.10, an offeror may choose to submit any type of subcontracting plan, including a DoD Comprehensive Subcontracting Plan if already approved by the DCMA.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

The offeror may submit a single subcontracting plan that applies to the ASTRO program as a whole (e.g., the subcontracting plan applies to all Pool(s) the contractor has applied for), or the Offeror may submit a single subcontracting plan for each Pool being applied for. If the offeror is submitting an individual subcontracting plan, the offeror shall submit in accordance with Section J, Attachment 5 “**ASTRO INDIVIDUAL SUBCONTRACTING PLAN TEMPLATE.**” No other format will be considered.

GSA expects offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan, and FAR 52.219-9, Small Business Subcontracting Plan.

### L.5.2 RESPONSIBILITY

To be eligible for award, the offeror shall follow the directions and submit the following information within the ASP.

In accordance with FAR Part 9, offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics is required.

In making the determination of responsibility, information in the FAPIIS, the Excluded Parties List System (EPLS), the offeror’s Representations and Certifications, the offeror’s qualification and financial information (GSA Form 527), and any other pertinent data will be considered.

#### L.5.2.1 FINANCIAL RESOURCES

To be determined responsible, a prospective contractor shall have adequate financial resources to perform the contract, or it shall have the ability to obtain them.

The offeror shall complete and submit GSA Form 527, Contractor’s Qualification and Financial Information, located at [www.gsa.gov/forms](http://www.gsa.gov/forms). If the fill in portion of the form does not accommodate the offeror’s information, it may manually write in the required information. All forms shall be signed by an authorized official at the bottom of page 6.

The following instructions are provided for the GSA Form 527 and attachments.

**The ASTRO PMO will provide the information to GSA financial analysts who may contact an offeror after its initial financial review for clarification or additional information, if necessary.**

#### Section I – General Information

1. Complete all applicable sections.
2. **Block 1A:** Provide the full name of the legal bidding entity that will be signing the contract with GSA as submitted on the SF Form 33.
3. **Block 6:** Indicate whether the legal bidding entity uses a DBA, trade name, fictitious name trademark, etc., for business purposes.
4. **Block 13:** Non-disclosure of this information is a more significant negative factor than not reporting the items listed.

#### Section II - Government Financial Aid and Indebtedness

1. Please complete all applicable sections.
2. Answer 14A, 14B, 15A, and 16.

#### Section III – Financial Statements and Section IV Income Statements

1. Block 18: Check “No.”

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

2. Block 20: Check the applicable boxes to show whether the figures are in “Actual,” “Thousands” or “Millions.”
3. **Blocks 24-28: Submit the last full fiscal year statement and subsequent interim statements. shall Attach the financial and interim statements rather than write the figures on the GSA Form 527 – Page 2.** Make sure that the full name of the legal bidding entity or parent is in the heading of the financial statements. In addition, the completed Balance Sheet dates and the complete dates of the period covered by the Income Statement shall correspond to the offeror’s fiscal year cycle.
4. \*NOTE: To those who use Quickbooks software\*  
The Income Statement defaults to a month/year format for all versions of this software that precedes 2009. The complete dates of the period covered by the Income Statement shall be submitted (i.e., January 1, 2012 to December 31, 2013). In addition, the older versions show an account called “Opening Bal Equity” in the Balance Sheet’s Equity section. Please determine what accounts those funds belong in and transfer them to the correct account.

### Section V – Banking and Finance Company Information

1. Complete all applicable sections; however, if a company has a prepared list of bank and trade references, it may attach it to the GSA Form 527 instead of completing this section.

### Section VI – Principal Merchandise or Raw Material Supplier Information

1. Leave this section blank.

### Section VII – Construction/Service Contracts Information

1. Leave this section blank.

### Section VIII – Remarks

1. Provide remarks as applicable.

### Certification

1. The Name of Business shall correspond to the official legal bidding entity on the SF 33.
2. Provide Name, Title, Signature, and Date of Authorized Official.

### L.5.2.2 REPRESENTATIONS AND CERTIFICATIONS

The offeror shall complete and submit all Representations and Certifications in accordance with the instructions in the ASP. This includes the certification required by FAR 52.204-24.

### L.5.3 RELEVANT EXPERIENCE

As the scoring and requirements are different for each Pool, the appropriate relevant experience information shall be submitted for each Pool being applied for.

#### L.5.3.1 RELEVANT EXPERIENCE ELEMENTS COMMON TO ALL ASTRO POOLS

A maximum of four Relevant Experience Projects may be submitted for scoring. Relevant experience is tied solely to the projects submitted under this section. The offeror shall document and attach verification documents through the ASP. All proposal documents shall be in Adobe (.pdf) format. All validation documentation submitted shall be highlighted and contain comments (“tags”) indicating the specific reference for validation purposes. Failure to highlight and tag validation documentation shall result in the offeror being disqualified.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

**NOTE: The offeror shall substantiate all the information by providing enough evidence within a contract or task order document or other verifiable contractual documents to support each scoring element.**

### L.5.3.1.1 RELEVANT EXPERIENCE PROJECTS

A relevant experience project is defined as a single contract; a single task order placed under a master Single Award (SA) IDIQ or MA-IDIQ task order contract (FAR 16.501-1); a single task order placed under a Federal Supply Schedule (FAR 8.405-2); or, a single task order placed under a master SA or MA Blanket Purchase Agreement (BPA) (FAR 8.405-3 or FAR 13.303); or, a single task order placed under a Basic Ordering Agreement (BOA) (FAR 16.703). Relevant experience projects may also be awards issued in accordance with Section L.5, via an OTA pursuant to the authority of 51 U.S.C. § 20113(e), 10 U.S.C. § 2371, 42 U.S.C. § 7256, 42 U.S.C. § 247-7e, 6 U.S.C. § 391, 49 U.S.C. § 5312, 49 U.S.C. § 106(l), 49 U.S.C. § 114(m), 6 U.S.C. § 596, 42 U.S.C. § 16538, 42 U.S.C. § 285b-3, 42 U.S.C. § 284n, or 42 U.S.C. § 287a.

Any combination of U.S. Federal Government, U.S. State Government, International Government, International Public Sector, and Non-Government/Commercial projects can be submitted. **Note: A Subcontract under a U.S. Federal or State Government Prime Contract is not considered a “Commercial” project and will be rejected if submitted as a Commercial project.**

The offeror may submit up to four Relevant Experience Projects per Pool that meet the following minimum conditions. Each Relevant Experience project shall:

- a. Be ongoing or have been completed within the past five years from the proposal due date. Each project shall have at least six months of performance.
- b. Have a scope of work that matches the functional definition of the Pool (See definitions at Section B.2.).

One of the required Relevant Experience Projects (Primary) may, at the discretion of the offeror, be a “Collection of Task Orders” awarded under a U.S. Federal Government SA-IDIQ contract, SA-BPA, or SA-BOA. If an offeror chooses to submit a “Collection of Task Orders” all minimum requirements and scored evaluation criteria are based on the entire Task Order collection submitted as a whole. A project included in a collection of Task orders may not be used again as one of the four distinct experience projects.

### L.5.3.1.2 ADDITIONAL POINTS FOR RELEVANT EXPERIENCE PROJECTS

For each of the projects submitted as Relevant Experience Projects in accordance with Section L.5.3.1, the offeror will be rated more favorably for Sections L.5.3.1.2.1 through L.5.3.1.2.5. See Attachments C.1 through C.10 for score cards for each Pool.

#### L.5.3.1.2.1 RELEVANT EXPERIENCE PROJECT VALUE

For each relevant experience project submitted, the offeror will receive additional points if the total value meets or exceeds the following:

- a. Total Value of the project is \$25 Million or more, but less than \$50 Million, including options.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- b. Total Value of the project is \$50 Million or more, but less than \$100 Million, including options.
- c. Total Value of the project is \$100 Million or more, but less than \$250 Million, including options.
- d. Total Value of the project is over \$250 Million, including options.

NOTE: If the Relevant Experience Project is complete, use the final funded value as Total Value. If the Relevant Experience Project is ongoing, use the total ceiling value as Total Value.

### **L.5.3.1.2.2 RELEVANT EXPERIENCE PROJECT WITH MULTIPLE LOCATIONS**

For each relevant experience project submitted, the offeror will receive additional points if the project involves performance in multiple locations as follows:

- a. Project performed in at least two and up to four different locations.
- b. Project performed in five or more different locations.

For the purposes of determining different locations, the DoL BLS for Occupational Employment Statistics will be used.

Within CONUS, the Metropolitan and Nonmetropolitan Area Definitions spreadsheet located at ([http://www.bls.gov/oes/current/msa\\_def.htm](http://www.bls.gov/oes/current/msa_def.htm)) will determine the number of locations a project covers, specifically the Metropolitan Statistical Area (MSA) Code under Column C only. For example, Column C indicates Birmingham-Hoover Alabama area with an MSA Code of 13820. The project involves work in two counties (Bibb and Blount). Since Bibb and Blount counties are within the same MSA code of 13820, this project is considered one location. Another example, the project involves work in Birmingham-Hoover Alabama and Decatur Alabama. Since Birmingham-Hoover and Decatur are not within the same MSA code (13820 and 19460), this project is considered two locations. Anything OCONUS will be considered a single location at the Metropolitan city level.

Temporary duty locations and/or temporary travel locations less than 30 continuous days do not count towards the number of locations. All performance locations shall be supported and verifiable through contract documentation.

### **L.5.3.1.2.3 RELEVANT EXPERIENCE PROJECT WITH SUBCONTRACTING/ TEAMING**

For each relevant experience project submitted, the offeror will receive additional points if the project involves Subcontracting/Teaming for services with at least four separate entities. For the purposes of this evaluation, a separate entity is defined as a business entity that does not have a meaningful relationship with the offeror.

### **L.5.3.1.2.4 RELEVANT EXPERIENCE PROJECT WITH COST-REIMBURSEMENT (ANY TYPE)**

For each relevant experience project submitted, the offeror will receive additional points if the contract type for labor is Cost-Reimbursement, including any of the cost type definitions under FAR Subpart 16.3.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.5.3.1.2.5 RELEVANT EXPERIENCE PROJECT WITH OCONUS LOCATIONS**

For each relevant experience project submitted, the offeror will receive additional points if the projects involve work at an OCONUS location.

### **L.5.3.2 RELEVANT EXPERIENCE ELEMENTS UNIQUE TO INDIVIDUAL ASTRO POOLS**

#### **L.5.3.2.1 DATA OPERATIONS POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Data Operations Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Data operations as a service: The performance of data operations with COCO platforms and/or robotics.
- b. ISR Services: The performance of gathering, analyzing, and/or disseminating ISR data via manned, unmanned, or optionally manned platforms.
- c. Monitoring of Illegal Activity: The performance of using manned, unmanned, or optionally manned platforms to conduct anti-terrorism, anti-narcotics, illegal immigration, or anti-human trafficking operations.
- d. Data Analysis: The performance of data analysis utilizing data from manned, unmanned, or optionally manned platforms.
- e. Mapping Services: The performance of providing mapping information via manned, unmanned, or optionally manned platforms.
- f. Investigative Support: Utilization of a manned, unmanned, or optionally manned platform for the performance of investigative support. For the purposes of this solicitation, “investigative” refers to the use of platforms for crime scene forensics and other related activities.
- g. Inspection Services: Utilization of a manned, unmanned, or optionally manned platform for the performance of inspection services.

#### **L.5.3.2.2 MISSION OPERATIONS POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Mission Operations Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Mission operations as a service: The performance of mission operations with COCO platforms and/or robotics.
- b. Fire Fighting: The action or process of extinguishing fires.
- c. Transport of personnel: Movement of non-contractor personnel via manned, unmanned, or optionally manned platform. For the purpose of this solicitation, “transport” means relocation from one MSA to another (See Section L.5.3.1.2.2 for definition of MSA).
- d. Transport of cargo: Movement of supplies/cargo via manned, unmanned, or optionally manned platform. For the purpose of this solicitation, “transport” means relocation from one MSA to another (See Section L.5.3.1.2.2 for definition of MSA).
- e. Search and rescue operations: The search for by the use of manned, unmanned, or optionally manned platforms, and specialized rescue teams and equipment to provide a provision of aid to people who are in distress or imminent danger on land or at sea.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- f. MEDEVAC operations: Emergency transport of medical patients via manned, unmanned, or optionally manned platforms.
- g. Disaster relief operations: The use of manned, unmanned, and optionally manned platforms in the response of disastrous situations.

### **L.5.3.2.3 AVIATION POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Aviation Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Performance of Repair/Maintenance of fixed wing aircraft: Any activity intended to retain or restore a fixed wing aircraft to a specified state in which the aircraft can perform its required functions.
- b. Performance of Repair/Maintenance of rotary wing aircraft: Any activity intended to retain or restore a rotary wing aircraft to a specified state in which the aircraft can perform its required functions.
- c. Performance of Repair/Maintenance of unmanned aircraft: Any activity intended to retain or restore an unmanned aircraft to a specified state in which the aircraft can perform its required functions.
- d. Performance of Repair/Maintenance of aircraft in a Joint Operations environment: Any Repair/Maintenance activities performed for multiple military components operating as a combined, integral unit.
- e. Performance of Repair/Maintenance of aircraft support equipment: Any Repair/Maintenance activities performed on equipment intended to support aircraft repair/maintenance.

### **L.5.3.2.4 GROUND POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Ground Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Repair/Maintenance of Tanks: Any activity intended to retain or restore a tank to a specified state in which the platform can perform its required functions.
- b. Repair/Maintenance of other armored ground vehicles/platforms: Any activity intended to retain or restore other armored ground vehicles/platforms to a specified state in which the platform can perform its required functions.
- c. Repair/Maintenance of unmanned ground vehicles/platforms: Any activity intended to retain or restore unmanned vehicles/platforms to a specified state in which the platform can perform its required functions.
- d. Repair/Maintenance of ground vehicles/platforms in a Joint Operations environment: Any Repair/Maintenance activities performed on ground platforms for multiple military components operating as a combined, integral unit.
- e. Repair/Maintenance of ground vehicles/platforms support equipment: Any Repair/Maintenance activities performed on equipment intended to support the Repair/Maintenance activities of ground platforms.

### **L.5.3.2.5 SPACE POOL FUNCTIONAL FACTORS**

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

For each relevant experience project submitted for the Space Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Perform the Repair/Maintenance of equipment in space: Any activity intended to retain or restore a space based platform to a specified state in which the platform can perform its required functions.
- b. Repair/Maintenance of space-related ground system: Any activity intended to retain or restore a space-related ground system to a specified state in which the platform can perform its required functions.
- c. Repair/Maintenance of launch equipment: Any activity intended to retain or restore a launch system to a specified state in which the platform can perform its required functions.
- d. Repair/Maintenance of space support equipment: Any Repair/Maintenance activities performed on equipment intended to support the Repair/Maintenance activities of space platforms.

### **L.5.3.2.6 MARITIME POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Maritime Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Repair/Maintenance of maritime surface vessels: Any activity intended to retain or restore a maritime surface vessel to a specified state in which the platform can perform its required functions.
- b. Repair/Maintenance of underwater vessels: Any activity intended to retain or restore an underwater vessel to a specified state in which the platform can perform its required functions.
- c. Repair/Maintenance of maritime vessels in a Joint Forces environment: Any Repair/Maintenance activities performed on maritime vessels for multiple military components operating as a combined, integral unit.
- d. Repair/Maintenance of unmanned maritime vessels: Any activity intended to retain or restore unmanned maritime vessels to a specified state in which the platform can perform its required functions.
- e. Repair/Maintenance of maritime vessel support equipment: Any Repair/Maintenance activities performed on equipment intended to support the Repair/Maintenance activities of maritime vessels.

### **L.5.3.2.7 DEVELOPMENT/SYSTEMS INTEGRATION POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Development/Systems Integration Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Development/integration of sensors: The development/integration of devices that discover and react to changes to things such as light, movement, and heat for a manned, unmanned, and/or optionally manned platforms and/or robotics.
- b. Development/integration of artificial intelligence: The development/integration of machines that have some of the qualities that the human mind has, such as the ability to

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

understand language, recognize pictures, solve problems, and learn for a manned, unmanned, and/or optionally manned platforms and/or robotics.

- c. Development/integration of automation: The development/integration of machines that can operate without needing human control for a manned, unmanned, and/or optionally manned platforms and/or robotics.
- d. Development/integration of machine learning: The development/integration of changing the way machines carry out tasks by learning from new data, without a human being needing to give instructions in the form of a program for a manned, unmanned, and/or optionally manned platforms and/or robotics.
- e. Development/integration of biometrics: The development/integration of the measurement and analysis of unique physical or behavioral characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity for a manned, unmanned, and/or optionally manned platforms and/or robotics.

### **L.5.3.2.8 RESEARCH POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Research Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. R&D for Data Science: R&D in the field of study that combines domain expertise, programming skills, and knowledge of mathematics and statistics to extract meaningful insights from data.
- b. R&D in Aeronautical Technology: R&D in the field of aeronautics.
- c. R&D in Maritime Technology: R&D in the field of ships and other sea vessels.
- d. R&D in Space Technology: R&D in the field of space platforms.
- e. R&D in Ground Platform Technology: R&D in the field of ground platforms.

### **L.5.3.2.9 SUPPORT POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Support Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Simulated Environment Support: Support in the form of creating and/or operating simulators and/or simulated environments for training, wargaming, and other related activities.
- b. Data Operations Support: Support provided to Government programs who are performing data operations.
- c. Acquisition Support: Support provided to platform related programs in the areas of:
  - 1. Acquisition Planning
  - 2. Requirements Definition
  - 3. Market Research
  - 4. Acquisition Baselines
  - 5. Evaluation Plan Development
  - 6. Proposal Evaluations
  - 7. Source Selection Plan Development
  - 8. RFP Development

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

9. Cost & Price Analysis
10. Procurement Risk Analysis
- d. New Technology Identification: Studies and analysis of new technologies and developments in the platform related marketplace.
- e. Mission Planning: Support to the determination of any one or all of the Military Mission Planning Phases:
  1. Phase 1 – Insertion – How are you going to get there?
  2. Phase 2 – Infiltration – How do you get to your objective once there?
  3. Phase 3 – Actions on Objective – What do you do at the objective?
  4. Phase 4 – Exfiltration – How do you get out of the objective area?
  5. Phase 5 – Extraction – How do you get back home?
- f. ISR Capability Assessment: An analysis of the capabilities and resources available to perform ISR.

### **L.5.3.2.10 TRAINING POOL FUNCTIONAL FACTORS**

For each relevant experience project submitted for the Training Pool, the offeror will receive additional points if the projects involve the following functional factors:

- a. Project is predominantly for Training: The scope of the project is primarily and principally related to providing instruction.
- b. Flight Training: The scope of the project includes instruction on how to pilot manned aircraft.
- c. ISR Training: The scope of the project includes instruction on how to determine and interpret Intelligence information utilizing numerous inputs and data sources.
- d. UxS Training: The scope of the project includes instruction on how to operate unmanned platforms.
- e. Data Analytics Training: The scope of the project includes instruction on how to analyze data received from a platform.
- f. Virtual Reality Training: The project includes instruction provided with the utilization of simulated environments.
- g. Sensor Training: The scope of the project includes instruction on how to operate sensors on platforms.
- h. Training Content and/or Curriculum Development: Project includes the creation of training content and/or development of training curriculum

### **L.5.4 PAST PERFORMANCE**

Offeror's shall provide Past Performance for each of the Relevant Experience Projects submitted for each Pool in accordance with Section L.5.3.

#### **L.5.4.1 PAST PERFORMANCE CATEGORY 1**

For each Relevant Experience Project, the following sources shall be used for Past Performance in order of precedence:

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

- a. If an interim or final CPARS report is available, the offeror **shall** use CPARS as the basis for their Past Performance, regardless if an Award Fee determination (in accordance with FAR 16.401) was done on the project.
- b. If an interim or final CPARS report is **not** available and an unpublished/sensitive CPARS report is available and unclassified, the offeror **may** use the unpublished/sensitive CPARS as the basis for their Past Performance.
- c. If an interim or final CPARS report is **not** available and an Award Fee determination **is** available, the offeror **shall** use the Award Fee determination as the basis for their Past Performance.
- d. If an interim or final PPIRS/CPARS report is **not** available and an Award Fee Determination is not available or not applicable, the offeror **shall** use a Past Performance Survey as the basis for its Past Performance.
- e. Task Order Applicability: If a task order under an IDIQ/BPA/BOA has an interim or final CPARS report, the task order CPARS **shall** be used for the basis of Past Performance. If a task order under an IDIQ/BPA/BOA does not have an interim or final CPARS report, but the task order has an Award Fee determination, the offeror **shall** use the Award Fee determination as the basis for their Past Performance. If a task order under an IDIQ/BPA/BOA has neither an interim or final CPARS report, nor an Award Fee determination, but the corresponding IDIQ/BPA/BOA does have an interim or final CPARS, the IDIQ/BPA/BOA CPARS **shall** be used for the basis of Past Performance. If a task order under an IDIQ/BPA/BOA does not have an interim or final CPARS report, does not have an Award Fee determination, and the corresponding IDIQ/BPA/BOA does not have an interim or final CPARS, the offeror **shall** use a Past Performance Survey as the basis for its Past Performance.
- f. Collection of Task Order Applicability: Each task order submitted as part of a collection of task orders must have a past performance rating specific to that task order except as noted in this paragraph. The offeror will compute the average of past performance ratings for all task orders submitted in determining the final score and point value of the collection. The evaluation team will validate this computation. Note that, in order of precedence for a Collection of Task Orders, ratings at the Task Order level are preferable to ratings at the IDIQ/BPA/BOA level.

If any task order(s) under an IDIQ/BPA/BOA has an interim or final CPARS report, the task order CPARS **shall** be used for the basis of Past Performance for that particular task order. If any task order(s) under an IDIQ/BPA/BOA does not have an interim or final CPARS report, but the task order has an Award Fee determination, the offeror **shall** use the Award Fee determination as the basis for their Past Performance for that particular task order. If any task order(s) under an IDIQ/BPA/BOA has neither an interim or final CPARS report, nor an Award Fee determination, but the corresponding IDIQ/BPA/BOA does have an interim or final CPARS, the IDIQ/BPA/BOA CPARS **shall** be used for the basis of Past Performance for that particular task order. If any task order(s) under an IDIQ/BPA/BOA does not have an interim or final CPARS report, does not have an Award Fee determination, and the corresponding IDIQ/BPA/BOA does not have an interim or final CPARS, the offeror **shall** use a Past Performance Survey as the basis for its Past Performance specific to that task order. These surveys may be for individual task orders or the IDIQ as a whole.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

A. Example A: A collection of task orders includes four task orders. Each task order has a task order level CPARS. Offerors should submit each of the four task order level CPARS.

B. Example B: A collection of task orders includes four task orders. Two task orders have a task order level CPARS. Two task orders do not have CPARS, but do have Award Fee determinations. Offerors should submit the two task order level CPARS as well as the two Award Fee Determinations.

C. Example C: A collection of task orders includes four task orders. Two task orders have a task order level CPARS. One task order does not have CPARS, but does have an Award Fee determination. One task order does not have CPARS or an Award Fee Determination, but does have an IDIQ level CPARS. Offerors should submit the two task order level CPARS, the Award Fee Determination, and the IDIQ level CPARS.

D. Example D: A collection of task orders includes four task orders. Two task orders have a task order level CPARS. One task order does not have CPARS, but does have an Award Fee determination. One task order does not have CPARS or an Award Fee Determination, or an IDIQ level CPARS, but does have a Past Performance survey. Offerors should submit the two task order level CPARS, the Award Fee Determination, and the Past Performance Survey. In this situation, note that the Past Performance survey used for that task order may be for the individual task order or the IDIQ as a whole.

**L.5.4.1.1 PAST PERFORMANCE (CPARS EXISTS)**

Each Relevant Experience Project with an interim or final Past Performance evaluation in CPARS will already have an Adjectival Rating from the table below. In accordance with the table, a point value will be assigned an adjectival rating that was given a score. If any of the Past Performance criteria were not assigned an adjectival rating, that criteria will not be averaged into the final score. This also applies to unpublished/sensitive CPARS reports.

<b>Point Value</b>	<b>Adjectival Rating</b>	<b>Definition</b>
5	Exceptional	Performance meets contractual requirements and exceeds many to the Government’s benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
4	Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.
1	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

<b>Point Value</b>	<b>Adjectival Rating</b>	<b>Definition</b>
0	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.

**L.5.4.1.2 PAST PERFORMANCE (AWARD FEE DETERMINATION EXISTS)**

For each Relevant Experience Project where **no** interim or final Past Performance evaluation in CPARS exists, but there is an Award Fee evaluation, the Award Fee evaluation will have an adjectival rating from the table below. In accordance with the table, a point value will be assigned the adjectival rating.

<b>Point Value</b>	<b>Adjectival Rating</b>	<b>Award-Fee Pool Available to Be Earned</b>	<b>Description</b>
5	Exceptional	91% - 100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
4	Very Good	76% - 90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
3	Satisfactory	51% - 75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
1	Marginal	No Greater than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
0	Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L.5.4.1.3 PAST PERFORMANCE (PIRS INFORMATION OR AWARD FEE DETERMINATION DOES NOT EXIST)**

For each Relevant Experience Project where **no** interim or final Past Performance evaluation in CPARS exists and **no** Award Fee evaluation exists, the Past Performance Rating Form Survey will have an adjectival rating and point value from the table below. If any of the Past Performance criteria were **not** assigned an adjectival rating, that criteria will **not** be averaged into the final score.

<b>Point Value</b>	<b>Adjectival Rating</b>	<b>Definition</b>
5	Exceptional	Performance meets contractual requirements and exceeds many to the Government’s benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective
4	Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective
3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory
1	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.
0	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.

Offerors are strongly cautioned that inability of the Government to contact Past Performance references directly associated to any survey from the four Relevant Experience Projects above may result in the survey not being evaluated favorably or unfavorably on Past Performance. Furthermore, in the case of an offeror without a record of relevant Past Performance or for whom information on Past Performance is not available; the offeror will not be evaluated favorably or unfavorably on Past Performance.

**L.5.4.2 PAST PERFORMANCE CATEGORY 2**

In addition to the submission of Past Performance in Section L.5.4.1, the offeror has the option to submit a supplemental Past Performance Survey using the template in Section J, Attachment D, Past Performance Rating Form. No other format or additional proposal documentation will be considered.

- a. If the offeror chooses, they may only submit the Past Performance information required in Section L.5.4.1 and have the points from that Past Performance counted twice.
- b. If the Past Performance submission for Past Performance Category 1 was a Past Performance Survey, the survey shall be counted twice. However, a maximum of 1,300 total points will be allotted for the total of Past Performance Category 1 and Past

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Performance Category 2 when there is no CPARS or Award Fee Determination present for any given Relevant Experience project.

- c. Using the Past Performance Rating Form in Section J, Attachment (4), the offeror shall provide the survey directly to each of the references, as applicable, and instruct each rater to send a completed form directly back to the offeror;
- d. The offeror shall follow up with each rater to ensure the Past Performance Rating Forms were received and completed prior to the proposal closing date;
- e. The offeror shall submit all Past Performance Rating Forms, as applicable, with their proposal submission

In the event the evaluation team discovers misleading, falsified, and/or fraudulent Past Performance ratings, the offeror will be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the offeror to civil or criminal prosecution under Section 18 U.S.C. § 1001.

### **L.5.5 OTHER BUSINESS FACTORS (OBF)**

Offeror's shall provide Other Business Factor documentation for each Pool being applied for, as applicable.

#### **L.5.5.1 OBF APPLICABLE TO ALL ASTRO POOLS**

The following OBFs are not minimum or mandatory requirements; however, offeror's that have these factors in place are considered more favorably.

##### **L.5.5.1.1 APPROVED PURCHASING SYSTEM**

If claiming credit for this scoring element, the offeror shall provide verification from the DCMA, or any CFA of an approved purchasing system for compliance in the efficiency and effectiveness with which the contractor spends Government funds and compliance with Government policy when subcontracting.

Verification requirements include a copy of the Offeror's official Contractor Purchasing System Review (CPSR) report, if available and/or official letterhead from DCMA or CFA verifying the approval of the purchasing system.

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at their Cognizant DCMA or CFA that determined approval.

##### **L.5.5.1.2 FPRAs, FPRRs, AND/OR PROVISIONAL BILLING RATES**

If claiming credit for this scoring element, the offeror shall provide current verification from the DCAA, or DCMA, or any CFA of FPRAs, FPRRs, and/or Provisional Billing Rates that have been audited and determined acceptable for generating estimates of costs and other data included in proposals submitted to customers.

Verification requirements include a copy of the offeror's official FPRA, FPRR, Provisional Billing Rates , audit report and audit report number from DCAA, DCMA, or CFA identifying the rates in the FPRA, FPRR, and/or Provisional Billing Rates .

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at its cognizant DCAA, DCMA, or CFA that determined approval.

### **L.5.5.1.3 EARNED VALUE MANAGEMENT SYSTEM (EVMS)**

If claiming credit for this scoring element, the offeror shall provide verification of its EVMS ANSI/EIA Standard-748.

Verification requirements include a copy of the offeror's official audit report from DCMA or other CFA, as applicable. If only part of a contractor's organization is EVMS ANSI/EIA Standard-748 certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or CFA that determined approval.

### **L.5.5.1.4 PROPERTY MANAGEMENT SYSTEM**

If claiming credit for this scoring element, the offeror shall provide verification of its approved property management system.

Verification requirements include a copy of the offeror's official audit report from DCMA or other CFA, as applicable. If only part of a contractor's organization is Property Management System certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or CFA that determined approval.

### **L.5.5.1.5 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MMAS)**

If claiming credit for this scoring element, the offeror shall provide verification of its approved material management and accounting system.

Verification requirements include a copy of the offeror's official audit report from DCMA or other CFA, as applicable. If only part of a contractor's organization is MMAS certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or CFA that determined approval.

### **L.5.5.1.6 COST ESTIMATING SYSTEM**

If claiming credit for this scoring element, the offeror shall provide verification from the DCAA, or DCMA, or CFA of an estimating system that has been audited and determined acceptable for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

Verification requirements include a copy of the offeror's official audit report, if available and/or official letterhead from DCAA, DCMA, or CFA verifying the acceptability of the estimating system.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

The offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCAA, DCMA, or CFA that determined approval.

### **L.5.5.1.7 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) MATURITY**

If claiming credit for this scoring element, the offeror shall provide verification of a CMMI Maturity Level 3 or higher.

The certification can be for any model (Development, Acquisition, or Services). If an offeror has multiple CMMI certifications, the offeror shall only receive points for one certification at Level 3 or higher, and shall provide the certification that the offeror wants to be credited for.

Verification requirements include a copy of the offeror's official certification from a CMMI Instituted Certified Lead Appraiser. If only part of a contractor's organization is CMMI certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the CMMI Maturity Level.

### **L.5.5.1.8 ISO 9001:2015 CERTIFICATION (QUALITY MANAGEMENT)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO-9001:2015 Certification.

Verification requirements include a copy of the offeror's official certification from an approved ISO 9001:2015 certification body. If only part of a contractor's organization is ISO 9001:2015 certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO-9001:2015 Certification.

### **L.5.5.1.9 ISO 27001:2013 CERTIFICATION (INFORMATION SECURITY)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO 27001:2013 Certification.

Verification requirements include a copy of the offeror's official certification from an approved ISO 27001:2013 certification body. If only part of a contractor's organization is ISO 27001:2013 certified the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 27001:2013 Certification.

### **L.5.5.1.10 ISO 22301 CERTIFICATION (BUSINESS CONTINUITY)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO 22301 Certification.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Verification requirements include a copy of the offeror's official certification from an approved ISO 22301 certification body. If only part of a contractor's organization is ISO 22301 certified the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 22301 Certification.

### **L.5.5.1.11 ISO 21508 CERTIFICATION (EVM)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO 21508 Certification.

Verification requirements include a copy of the offeror's official certification from an approved ISO 21508 certification body. If only part of a contractor's organization is ISO 21508 certified the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 21508 Certification.

### **L.5.5.1.12 ISO 14001:2015 CERTIFICATION (ENVIRONMENTAL)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO 14001:2015 Certification.

Verification requirements include a copy of the offeror's official certification from an approved ISO 14001: 2015 certification body. If only part of a contractor's organization is ISO 14001: 2015 certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 14001: 2015 Certification.

### **L.5.5.1.13 ISO 28001:2007 (SUPPLY CHAIN)**

If claiming credit for this scoring element, the offeror shall provide verification of ISO 28001:2007 Certification.

Verification requirements include a copy of the offeror's official certification from an approved ISO 28001:2007 certification body. If only part of a contractor's organization is ISO 28001:2007 certified, the offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 28001:2007 Certification.

### **L.5.5.1.14 TOP SECRET FACILITY CLEARANCE LEVEL (FCL)**

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

For each offeror claiming credit for an FCL, verification will be done by the ASTRO PMO contacting the Defense Counterintelligence and Security Agency (DCSA).

### **L.5.5.1.15 SENSITIVE COMPARTMENTED INFORMATION FACILITY (SCIF)**

For each offeror claiming credit for a SCIF(s), verification will be done by the ASTRO PMO contacting the DSS.

### **L.5.5.1.16 EMPLOYEE DEVELOPMENT PROGRAM**

If claiming credit for this scoring element, the offeror shall provide verification of having a formal employee development program in place for longer than one year.

Verification requirements include corporate documentation of the program and/or other evidence that verifies the existence of the program.

### **L.5.5.1.17 VETERAN HIRING PROGRAM**

If claiming credit for this scoring element, the offeror shall provide a copy of their most recent VETS 4212 report indicating the total number of Protected Veterans (Column A) is in excess of 5.9 percent of Total Employees (Column B). If the offeror has two VETS 4212 reports (due to multiple hiring locations), please send in both reports. If the offeror has three or more VETS 4212 reports, then please send the three reports containing the highest number of employees. In the event of two or more reports being submitted, the evaluation team shall total the number of Protected Veterans and Total Employees to calculate whether the percentage exceeds 5.9 percent.

### **L.5.5.1.18 MEETING OR EXCEEDING TOTAL SMALL BUSINESS GOALS**

If claiming credit for this scoring element, the offeror shall provide the submission of the most current SSR.

The SSR report shall be current and shall have been approved in the eSRS by the cognizant CO in order to be considered.

The “Percent” column of Row 1.a. (“Small Business Concerns”) of the SSR will be compared to the Statutory Federal Small Business Procurement Goal of 23 percent. Those companies who meet or exceed the goal shall earn the points identified in Section J Attachment C.1 – C.10.

Small business Offerors shall automatically be credited for this scoring element.

The SSR report shall be current and shall have been approved in the eSRS by the cognizant CO in order to be considered. The offeror shall submit a copy of the SSR report with its proposal.

For each project involving an SF 295 in lieu of the SSR report, the SF 295 report shall be current and shall have been approved by the cognizant CO in order to be considered. The offeror shall submit a copy of the most recent SSR report submitted to either GSA or DoD with its proposal.

### **L.5.5.1.19 SUBCONTRACTING PLAN**

If claiming credit for this scoring element, the offeror shall provide an individual subcontracting plan that exceeds the minimum requirements for total percentage of dollars subcontracted to small business. Offerors shall receive additional points based upon how much their plan exceeds

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

the minimum of 23 percent. Maximum scoring for this element occurs at a 50 percent Small Business subcontracting goal establishment. Offerors are strongly cautioned that ASTRO contract administration efforts will diligently monitor compliance with small business subcontracting goals and the ASTRO COs will take punitive actions against contractors who fail to meet those goals unless there is a logical and reasonable explanation for the failure.

A small business concern as defined in FAR 52.219-28 is not required to submit a Subcontracting Plan. Small business offerors shall be credited for this scoring element. For other than small business concerns, the offeror shall provide a Subcontracting Plan for each Pool being applied for.

Example 1: Offeror submits a Subcontracting Plan with a Small Business subcontracting goal of 23%. In accordance with the ASTRO Scorecards (See Section J.3, Attachments C.1 – C.10), the Offeror would receive no additional points.

Example 2: Offeror submits a Subcontracting Plan with a Small Business subcontracting goal of 35%. In accordance with the ASTRO Scorecards (See Section J.3, Attachments C.1 – C.10), the Offeror would receive 15 points for every percent over 23%.  $15 \text{ times } (35-23) = 180 \text{ points}$ .

Example 3: Offeror submits a Subcontracting Plan with a Small Business subcontracting goal of 50%. In accordance with the ASTRO Scorecards (See Section J.3, Attachments C.1 – C.10), the Offeror would receive 15 points for every percent over 23%.  $15 \text{ times } (50-23) = 405 \text{ points}$  PLUS a 95 point bonus for a total of 500 points.

### **L.5.5.2 OBF APPLICABLE TO INDIVIDUAL ASTRO POOLS**

#### **L.5.5.2.1 OBF APPLICABLE TO THE DATA OPERATIONS POOL**

##### **L.5.5.2.1.1 CREST ACCREDITATION**

If claiming credit for this scoring element, the offeror shall provide verification of CREST Accreditation.

Verification requirements include a copy of the offeror's official certification from an approved CREST Accreditation body. If only part of a contractor's organization is certified, the offeror shall make the distinction between which business units or sites and geographic locations have been accredited.

##### **L.5.5.2.2 OBF APPLICABLE TO THE MISSION OPERATIONS POOL**

###### **L.5.5.2.2.1 DoD COMMERCIAL AIRLIFT REVIEW BOARD (CARB) APPROVAL**

If claiming credit for this scoring element, the offeror shall provide verification of CARB approval.

Verification requirements include a copy of the approval letter from the CARB. Offerors shall be in current good standing with the CARB. Submissions will be validated with the CARB.

##### **L.5.5.2.3 OBF APPLICABLE TO THE AVIATION POOL**

###### **L.5.5.2.3.1 AS9100D CERTIFICATION**

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

If claiming credit for this scoring element, the offeror shall provide verification of AS9100D Certification.

Verification requirements include a copy of the offeror's official certification.

### **L.5.5.2.3.2 AS9110C CERTIFICATION**

If claiming credit for this scoring element, the offeror shall provide verification of AS9110C certification.

Verification requirements include a copy of the offeror's official certification.

### **L.5.5.2.4 OBF APPLICABLE TO THE GROUND POOL**

None.

### **L.5.5.2.5 OBF APPLICABLE TO THE SPACE POOL**

#### **L.5.5.2.5.1 AS9100D CERTIFICATION**

If claiming credit for this scoring element, the offeror shall provide verification of AS9100D Certification.

Verification requirements include a copy of the offeror's official certification.

#### **L.5.5.2.5.2 AS9110C CERTIFICATION**

If claiming credit for this scoring element, the offeror shall provide verification of AS9110C certification.

Verification requirements include a copy of the offeror's official certification.

### **L.5.5.2.6 OBF APPLICABLE TO THE MARITIME POOL**

None.

### **L.5.5.2.7 OBF APPLICABLE TO THE DEVELOPMENT/SYSTEMS INTEGRATION POOL**

#### **L.5.5.2.7.1 CREST ACCREDITATION**

If claiming credit for this scoring element, the offeror shall provide verification of CREST Accreditation.

Verification requirements include a copy of the offeror's official certification from an approved CREST Accreditation body. If only part of a contractor's organization is certified, the offeror shall make the distinction between which business units or sites and geographic locations have been accredited.

### **L.5.5.2.8 OBF APPLICABLE TO THE RESEARCH POOL**

#### **L.5.5.2.8.1 CREST ACCREDITATION**

If claiming credit for this scoring element, the offeror shall provide verification of CREST Accreditation.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Verification requirements include a copy of the offeror's official certification from an approved CREST Accreditation body. If only part of a contractor's organization is VAS certified, the offeror shall make the distinction between which business units or sites and geographic locations have been accredited.

### **L.5.5.2.9 OBF APPLICABLE TO THE SUPPORT POOL**

#### **L.5.5.2.9.1 CREST ACCREDITATION**

If claiming credit for this scoring element, the offeror shall provide verification of CREST Accreditation.

Verification requirements include a copy of the offeror's official certification from an approved CREST Accreditation body. If only part of a contractor's organization is VAS certified, the offeror shall make the distinction between which business units or sites and geographic locations have been accredited.

### **L.5.5.2.10 OBF APPLICABLE TO THE TRAINING POOL**

#### **L.5.5.2.10.1 CREST ACCREDITATION**

If claiming credit for this scoring element, the offeror shall provide verification of CREST Accreditation.

Verification requirements include a copy of the offeror's official certification from an approved CREST Accreditation body. If only part of a contractor's organization is VAS certified, the offeror shall make the distinction between which business units or sites and geographic locations have been accredited.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov>

FAR	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.217-5	Evaluation of Options	JUL 1990
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

### M.2 BASIS FOR AWARDS

FAR 15.101-1 establishes the boundaries of the Best Value Continuum by establishing Low Price Technically Acceptable (LPTA) on one end of the spectrum; Highest Technically Rated on the other end of the spectrum; and various degrees of Tradeoffs between those spectrum boundaries. The source selection process on ASTRO will neither be based on the LPTA nor Tradeoffs. For ASTRO, the best value basis for awards will be determined by the Highest Technically Rated Qualifying Offerors. In accordance with 41 U.S.C. 3306(c) and associated GSA Class Deviation CD-2020-14, cost and pricing information shall not be considered at the Master Contract level.

ASTRO will consist of ten MA-IDIQ contracts, referred to as Pools. Multiple awards shall be made in each of the ten Pools. The Government intends to make 45 awards in each Pool. In order to be considered a qualifying offeror, an offer shall score amongst the highest 45 offers received for each Pool. In the event of a tie at the number 45 position, all offerors tied will receive an award in the respective Pool. Accordingly, there may be more than 45 awards made in a given Pool based on ties.

The Government intends to strictly enforce all of the proposal submission requirements outlined in Section L. Failure to comply with these requirements may result in an offeror's proposal being rejected as being non-conforming to solicitation requirements.

The Government intends to evaluate proposals and award contracts without discussions. Initial proposals shall contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

### M.3 EVALUATION PROCESS

The ASP will assign a preliminary score for each offer in each Pool in accordance with the Scoring Tables of the solicitation (Attachments C.1 – C.10).

## **SECTION M – EVALUATION FACTORS FOR AWARD**

Once the preliminary scoring is complete for all offers, the ASP will sort the offers by highest score to lowest score for each Pool.

Hereafter, the Top 45 scoring offerors for each Pool will be referred to as the Top 45.

The ASTRO evaluation team will then evaluate and verify the support documentation for each and every evaluation element that the Top 45 have claimed in the offeror's submission in the ASP for each Pool.

In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the offeror will be re-sorted based upon the revised preliminary score. If the offeror remains in the Top 45, the evaluation of the offer shall continue. If the offeror does not remain in the Top 45, the next highest rated offeror (based upon score) shall be added to the Top 45 and evaluation shall begin on that offer.

The evaluation process shall continue this cycle until the Top 45 apparent successful offerors are identified in each ASTRO Pool that represent the highest technically rated offers (based on scores). In the event of a tie at the position of number 45, all offerors tied for this position shall receive a contract award.

Once the evaluation and validation of the Top 45 Offerors in each Pool has been accomplished, evaluations will cease and contract awards will be announced.

Offerors are **STRONGLY** encouraged to ensure that all proposal submissions are accurate, honest, and true. In the event the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the offeror to civil or criminal prosecution under Section 18 U.S.C. § 1001.

### **M.4 EVALUATION CONSIDERATIONS**

#### **M.4.1 GENERAL**

The offeror's SF 33(see L.5.1.1), Professional Employee Compensation Plan(see L.5.1.2), Uncompensated Overtime Policy(see L.5.1.3), Modified SF 1408 (see L.5.1.4), Meaningful Relationship Commitment Letters (if applicable – see L.5.1.5), and Joint Venture/Partnership agreements (if applicable – see L.5.1.6), will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.5.1 and is current, accurate, and complete.

The offeror's accounting system shall be determined either acceptable or acceptable with a recommendation that a follow-on audit be performed after the ASTRO MA-IDIQ contract award announcement. If the offeror's accounting system is determined unacceptable, the offeror is ineligible for an ASTRO MA-IDIQ contract award. In making this determination, GSA will decide whether an audit is necessary or not. Even if an offeror's accounting system has been previously audited by DCAA, GSA has the discretion to request a follow-on audit of a previously audited accounting system from DCAA. GSA reserves the right to not request a DCAA audit of an offeror's accounting system, if the offeror is not otherwise eligible for award in accordance with Section M.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

The offeror's subcontracting plan shall be determined acceptable, if applicable. The offeror will be evaluated in accordance with applicable regulatory guidance. Offeror's with DCMA approved DoD Comprehensive Subcontracting Plans are considered acceptable.

### **M.4.2 RESPONSIBILITY**

The overall responsibility determination will be evaluated on a pass/fail basis. In accordance with FAR Part 9, offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics will be required.

In making the overall determination of responsibility, information in the FAPIIS, the EPLS, the certification at FAR 52.209-5 in its entirety, the offeror's financial resources(see L.5.2.1), Representations and Certifications (see L.5.2.2), and other pertinent data will be considered.

The offeror's Subcontracting Plan (Plan) is a material requirement of the proposal for other than small business offerors and must be determined Acceptable in order to be eligible for award. The Offeror's Plan will be evaluated on an ACCEPTABLE / UNACCEPTABLE basis and is considered a Responsibility Determination factor. Subcontracting Plans must satisfy the following criteria:

- (a) Does the Plan adequately respond to each of the required elements of FAR 52.219-9(d) paragraphs (1) through (11)?
- (b) Are the subcontracted dollars and percentages clearly stated for both the Base and Option Term and for all socio-economic businesses?

The Subcontracting Plan should include specific, concrete actions that the Offerors will take to create opportunities and to enhance maximum practicable opportunities. It should not consist of non-specific promises and platitudes. It must contain realistic and challenging goals that reflect the contractor's best efforts for each specific industry. The goals must not be inflated in order to create a favorable but false impression. The goals must not be understated in order to easily accomplish goal achievement without providing maximum practicable opportunities.

### **M.4.3 RELEVANT EXPERIENCE (ALL POOLS)**

The offeror shall ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.3.1.2. Relevant Experience Projects will be scored in accordance with Section J, Attachments C.1 through C.10, Scoring Table applicable to each Pool.

### **M.4.4 PAST PERFORMANCE (ALL POOLS)**

The offeror shall ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.4.

Offerors will be scored in accordance with Section J, Attachments C.1 through C.10, Scoring Table applicable to each Pool.

### **M.4.5 OTHER BUSINESS FACTORS (ALL POOLS)**

## **SECTION M – EVALUATION FACTORS FOR AWARD**

If the offeror chooses to submit Other Business Factors, the offeror shall ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.5.

Offerors will be scored in accordance with Section J, Attachments C.1 through C.10, Scoring Table applicable to each Pool.