

# Alliant Governmentwide Acquisition Contract (GWAC) Ordering Guide



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## Table of Contents

GENERAL .....	4
Purpose .....	4
Authorized Users .....	4
How to Become an Authorized User .....	4
Accessing Alliant .....	4
Alliant Contract Information.....	5
Scope.....	5
Scope Compatibility.....	5
Not Allowed on Alliant GWAC .....	6
Assuring Information Technology (IT) Services or IT Services-based Solutions are the Principle Purpose of every Order.....	6
Scope Compatibility Reviews for Prospective Orders.....	7
Alliant Contract Access Fee (CAF).....	7
Alliant Term .....	8
Order Period of Performance .....	8
Roles and Responsibilities.....	9
GWAC Contracting Officer .....	9
Ordering Contracting Officer.....	9
Ordering.....	10
Order Types.....	10
Step 1 Plan the Acquisition .....	12
Step 2 Define Requirement and Develop Solicitation.....	12
Step 3 Issue Solicitation - Offer Fair Opportunity to All Alliant Primes .....	15
Step 4 Evaluate Proposals – Price & Other than Price.....	16
Pricing-Fixed Price (FP).....	17
Pricing Cost Reimbursement .....	17
Pricing-Time and Materials (T&M) and Labor-Hour (LH).....	17
Step 5 Order Award Documentation, Debriefings and Protests .....	18
Order Award Documentation .....	18
Postaward Notices and Debriefing of Unsuccessful Awardees for Orders Exceeding \$5 Million .....	18
Alternative Dispute Resolution (ADR).....	18
Ombudsman Process .....	19
Step 6 Administer and Closeout Order .....	19
Quality Assurance – Contractor Surveillance .....	19
Reporting Past Performance .....	19
Reporting and Order Closeout.....	19

Contact Information for Client Support.....	19
Enterprise Acquisition Division .....	20
Alliant Contractors .....	21
Contractor Responsibilities and Guidance.....	22
Delegation of Procurement Authority .....	22
Contract Access Fee Calculation and Remittance .....	22
Contractor Administrative Reporting .....	23
Potential Organizational Conflicts of Interests .....	23
Contractor Training and Proposal Preparation.....	23
Responding to Opportunities .....	24
Making Sure IT Services or IT Services-based Solutions are the Principle Purpose of every Order .....	24
Not Allowed on Alliant GWAC .....	24
Past Performance.....	25
Ombudsman Process .....	25
Systems .....	25
IT Solutions Shop: <a href="https://web.itss.gsa.gov">https://web.itss.gsa.gov</a> .....	25
E-Buy: <a href="https://www.ebuy.gsa.gov">https://www.ebuy.gsa.gov</a> .....	25
Tracking and Ordering System (TOS): <a href="https://enable.its.gsa.gov">https://enable.its.gsa.gov</a> .....	25
Central Contractor Registration (CCR): <a href="http://www.ccr.gov">http://www.ccr.gov</a> .....	26
Federal Procurement Data System - Next Generation (FPDS-NG): <a href="https://www.fpds.gov/">https://www.fpds.gov/</a> .....	26
Federal Funding Accountability and Transparency Act Portal: <a href="http://USASpending.gov">http://USASpending.gov</a> .....	26
Appendix A: Glossary of Acronyms .....	27
Appendix B: Delegation of Procurement Authority .....	28
Appendix C: Examples of IT Services and Solutions.....	33
Appendix D: Summary of Justification, Approval, and Posting Requirements .....	35
Appendix E: Two Examples of a Multiphased Approach .....	41
Appendix F: Additional Guidance for Time and Materials and Labor-Hour .....	43

## GENERAL

### Purpose

This guide provides the procedures for ordering IT services-based solutions under the Alliant GWAC. It defines the roles and responsibilities of the major parties involved in the ordering process, and it provides helpful instructions for using the contract.

The Alliant GWAC will be referred to as “Alliant” while Task Orders issued against Alliant will be called “Orders.” The Contracting Officer with authority over Alliant will be referred to as the “GWAC CO” and the Contracting Officer authorized to issue and administer Orders will be referred to as the “Ordering Contracting Officer (OCO)”. See Appendix A for Glossary of Acronyms. This guide does not replace ordering agency policies or best practices, and does not take precedence over the terms and conditions of Alliant. It is the responsibility of the OCO to follow statutes, regulations, and agency-specific policies regarding the issuance of an Order and to incorporate those requirements at the Order level.

Updates to this ordering guide and other helpful information will be posted on the Alliant website at <http://www.gsa.gov/alliant>.

### Authorized Users

Organizations authorized in GSA Order ADM 4800.2G, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, February 16, 2011, may use Alliant. Alliant is not available for use by state and local Governments. Only authorized users, referred to as OCOs, and may place Orders under Alliant. To qualify as an authorized user, you must be a duly warranted federal contracting officer (as defined in FAR 2.1 Definitions) in good standing, have completed Alliant delegation training and have received a Delegation of Procurement Authority (DPA) from the GWAC CO.

### How to Become an Authorized User

Before issuing an Order against Alliant, the OCO must obtain a DPA (See Appendix B: Delegation of Procurement Authority). To request a DPA, please visit the “Delegation of Procurement Authority Request” section located on our website at <http://www.gsa.gov/alliant>. Once you complete and submit your request for delegation a representative from the Alliant GWAC Center will respond with a DPA within 24 hours of the request.

Questions and additional information about the DPA process can be emailed to [alliant@gsa.gov](mailto:alliant@gsa.gov) or contact the Director of Client Support:

Menlu (Mimi) Bruce, Enterprise Acquisition Division 1-877-534-2208

### Accessing Alliant

Agencies may access Alliant in two ways:

1. **Direct Acquisitions.** Under this scenario the client agency is responsible for its own acquisition and program management activities. After the client agency contracting officer has completed the steps to become an OCO, he/she is authorized to issue, modify, administer and close Orders.

2. **Assisted Acquisitions.** A requesting agency may elect to have GSA or another servicing agency provide full or partial acquisition program and/or project management services through the Order life cycle. If the requesting agency uses GSA or another servicing agency, then the servicing agency will act as the OCO. The servicing agency can issue, modify, administer and close Orders based on the requesting agency's requirements for support as documented in an interagency agreement signed by both parties (i.e., Reference Office of Management and Budget (OMB) memo dated June 6, 2008, Improving the Management and use of Interagency Acquisitions)

## **Alliant Contract Information**

### **Scope**

All Alliant Orders shall clearly provide, as their principle purpose, IT services-based solutions/outcomes and may include locations worldwide. In order to provide a common framework and terminology for defining and understanding the components of an IT solution, Alliant was designed using the language and structure of the Federal Enterprise Architecture (FEA) and Department of Defense Enterprise Architecture (DoDEA). Orders placed under Alliant may encompass any and all components of an integrated IT services-based solution including ancillary support that is deemed integral to and necessary for the IT services-based outcomes being acquired. See Appendix C: Examples of IT Services and Solutions.

All current and any new technologies which may emerge during the lifecycle of Alliant, as well as IT systems and services in support of National Security Systems, as defined in FAR 39.002 Definitions, are within the scope of Alliant. As the definition of IT changes over the lifecycle of Alliant, the scope of Alliant will be considered to coincide with the current definition at any given time. The default North American Industry Classification System (NAICS) code for Alliant is 541512, Computer Systems Design Services. The Alliant Orders may be assigned any Product Service Code (PSC), typically Category D Information Technology and Telecommunications, appropriate to the Order.

### **Scope Compatibility**

OCO due diligence and consultation (i.e., scope compatibility reviews) with the GWAC Center are beneficial risk mitigation strategies for assuring potential work is a good fit for Alliant. The following scope reminders are provided to assist the OCO in assuring scope compliance is maintained throughout the Order life cycle:

- The overall objective of the requirement must be an IT services-based solution:
  - ✓ IT can be physical or logical and is used to receive, transmit, store, and/or process information electronically
  - ✓ An IT solution refers to the use of IT to enable, automate, support, and/or streamline business processes or functions
- OCONUS is a specialized area and should be researched and carefully planned, considering such issues as hazard pay, healthcare, security, base housing, etc
  - ✓ Department of State Standardized Regulations apply (DSSR)
  - ✓ US Dept of State URL: <http://aoprals.state.gov/>

## **Not Allowed on Alliant GWAC**

- Renting/leasing (it is permissible for a contractor to enter into rental or lease agreements to fulfill Task Order requirements for real and/or personal property, but the Government will not be a party to them) See Alliant Section H.5.1 Leasing of Real and Personal Property
- Blanket Purchase Agreements (BPAs). Please consult the GWAC CO at [alliant@gsa.gov](mailto:alliant@gsa.gov) for contractual strategies to create flexibility in Orders
- Orders for which IT services-based outcomes are not the principle purpose
- Orders for which supplies or software/hardware are the principle purpose

## **Assuring Information Technology (IT) Services or IT Services-based Solutions are the Principle Purpose of every Order**

OCO's should be cognizant of any requirements that appear to be solely for a commodity (e.g., hardware, land mobile radios) or a commodity-like service such as wireless connectivity. In addition OCO's should be alert for requirements that may have an under representation of IT services and an over representation of ancillary support (i.e., non-IT services and/or products) which may raise questions as to whether the primary outcome is IT services-based. As long as they are not the sole purpose of the Order, ancillary support services and equipment are allowed if they are integral to and necessary for the overall IT solution/outcome. OCO due diligence and consultation with the GWAC Centers are beneficial risk mitigation strategies for assuring potential work is a good fit for Alliant, especially for areas that may require further clarification. The Enterprise GWAC Centers are pleased to partner with OCO's by offering advance scope compatibility reviews and pro-active advice in matters that may require further clarification and discussion. If you can respond affirmatively to the following four questions, your requirement is probably within scope:

1. Does the primary purpose of this task appear to be an integrated IT services-based solution?
2. Does ancillary support appear to be integral and necessary for the IT effort?
3. If leases appear to be included in the work statement, is it apparent that the Contractor and not the Government will be a party to the lease?
4. Are there no explicit BPA terms apparent in the work statement?

If any item is a "NO" response then it becomes Out of Scope. This does not preclude the OCO from changing the SOW/SOO so it can be determined within scope. Any questions should be directed to the GWAC scope review team.

Special attention should also be paid to ensure that the following high risk areas have an IT services outcome:

- Ancillary Construction
- Business Process Re-engineering
- Cabling and Wiring
- Call Centers
- Contingency Planning
- Data Entry
- Disaster Preparedness/Recovery
- Documentation
- Enterprise Resource Planning
- Equipment Inventory and Maintenance

- Hardware/Software Maintenance
- Help Desk
- OCONUS Work
- Physical Security
- Professional Services (e.g., consulting, project management)
- Software Licensing/Software License Management

## Scope Compatibility Reviews for Prospective Orders

The Enterprise GWAC Centers offer OCOs the value-added opportunity to send work statements for advance scope compatibility reviews. This quality assurance measure is offered by the GWAC program at no cost for those who would like assistance in determining overall scope fit of a prospective requirement for Alliant.

Please send the scope compatibility review request form (<http://www.gsa.gov/portal/content/308693>) via email to [alliantsowreview@gsa.gov](mailto:alliantsowreview@gsa.gov) and include the following information with your request:

- The GWAC you are targeting
- Your statement of work(SOW) or statement of objectives (SOO)
- The independent government cost estimate (IGCE), if available. Include labor categorized and hours or estimated dollar amounts with options and incumbent information. For more on pricing, see the “Pricing” page for your target GWAC.
- Any specific questions you would like addressed
- A deadline, if applicable

## Alliant Contract Access Fee (CAF)

The Contract Access Fee (CAF) is a required GSA fee that is fixed at ¾ of one percent (i.e., 0.0075). This fee shall never to be treated as a negotiable element between the contractor and ordering agency. CAF shall be applied to the total price for contractor performance as billed to the Government.

Calculations Assumptions & Definitions:

Embedded Charges – Contract Line Items Numbers (CLIN) that have the CAF embedded in contractor labor rates and/or other charges to the contract. All charges are considered loaded except for a separate CAF CLIN, if any.

Charges w/o CAF - Those CLINs that are exempt from a CAF where the CAP has been met, and/or do not include the required CAF within the CLIN(s).

B = CAF Rate for the Contract set by GSA noted in the Contract, e.g., 0.75 percent (a constant rate).

C = Embedded charges, e.g., \$500,000.00 value in CLIN.

D = Charges w/o CAF, e.g., \$496,277.92 value in CLIN.

FORMULA 1 (Use for Embedded Charges CLINs):  $\$ CAF = (C/1+B) * (B)$

Example:  $(\$500,000.00/1.0075) * (0.0075) = \underline{\$3,722.08 CAF}$

FORMULA 2 (Use for Charges w/o CAF CLINs):  $\$ CAF = D x B$

Example:  $\$496,277.92 \times 0.75\% = \underline{\$3,722.08 \text{ CAF}}$

The total CAF collected per Order may be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

The Contractor shall estimate CAF in their proposals to the ordering agency for all Orders, regardless of contract- type. It is preferable to the government that an agency's OCO fund CAF as a separate Contract Line Item Number (CLIN), especially for Cost-type contracts. It is acceptable, although not always preferable, for the ordering agency to fund CAF as embedded costs in the CLINS. For example, on Labor Hour CLINS, OCOs may require a contractor to include CAF in their fully-burdened Loaded Hourly Labor Rate. If the ordering agency chooses this option of embedding the CAF in the CLINS, versus a separate CAF CLIN, the OCO must clearly state those required terms in the Task Order Request (TOR), RFP, or RFQ document.

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

## **Alliant Term**

Alliant is a 10-year contract inclusive of one (1) five year base period from May 1, 2009 to April 30, 2014, and one (1) five year-option period from May 1, 2014 to April 30, 2019. Orders may be awarded during the term of Alliant, which is also referred to as the effective period of the contract or the ordering period. Under no circumstances may a new Order be placed under Alliant if the contract is not in effect, has expired, or has been terminated.

## **Order Period of Performance**

Pursuant to Alliant Section F.3 Task Order Period of Performance, Orders may not exceed ten (10) years, inclusive of options, from the date the Order is placed; however, Orders may not extend more than five (5) years after the expiration of Alliant. This means all Orders must be substantially completed by April 30, 2024 and FAR 52.217-8 Option to Extend Services shall not be utilized past this date. OCOs should consider the following:

1. The Order Period of Performance (PoP) is consistent with the customer agency's policy on Order duration and funding.
2. Multi-year contracting is one of the ways to structure an Order's PoP and is a highly specialized endeavor. OCOs considering multi-year contracting are reminded of their obligations under FAR 1.602-2 Responsibilities.

The term for each Order placed under Alliant shall be specified in the individual Order.

OCO's may include options IAW FAR Part 17, when applicable. When citing options in an Order, the full cost or price for the performance of the work must be established and evaluated in the initial Order. Order duration is not dependent upon exercise of the Alliant option or expiration of Alliant. This means that an OCO can exercise an Order option period even if the Alliant is no longer available for new Orders. OCOs are required to document that Order options are in the best interest of the Government consistent with FAR 17.207, and applicable agency supplements.

## Roles and Responsibilities

### GWAC Contracting Officer

The GWAC CO has full pre and post award responsibility for the Alliant contract IAW the FAR, agency regulations and GSA's OMB Executive Agency Designation. The following highlights some key GWAC CO responsibilities but is not all inclusive:

- Modify Alliant terms and conditions, which is an exclusive, non-delegable right
- Advise and guide Ordering/requiring activities, OCOs and contractors regarding all Alliant requirements
- Provide complimentary pre and post award scope reviews on Alliant Orders
- Educate Ordering/requiring activities on how to use Alliant to meet their IT requirements
- Conduct meetings with Alliant prime contractors
- Review Subcontract Reporting and Alliant Contractor Administrative Reporting
- Report info to OMB such as exceptions to fair Opportunity, type of contract, # of awards, etc.

### Ordering Contracting Officer

The OCO has full pre and post award responsibility for the Order IAW the FAR, agency regulations and the Alliant DPA. See Attachment B Delegation of Procurement Authority. The following list highlights some key OCO responsibilities but is not intended to be all inclusive:

- **Fair Opportunity** – Ensure that all contractors are provided a fair opportunity to be considered in accordance with FAR 16.505(b)(1). Any exceptions to the fair opportunity process must be consistent with FAR 16.505(b)(2)(i). If an exception to the fair opportunity process is used, OCOs must ensure that justification, approval, and posting requirements are completed in accordance with FAR 16.505(b)(2)(ii). See Appendix D: Summary of Justification, Approval, and Posting Requirements.
- **Funding** – Verify that funding is available. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- **COR/COTR** – If a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR), is assigned to perform order monitoring functions, you must ensure that the extent of their authority and responsibilities is clearly defined and agreed upon in accordance with FAR 1.602-2(d). OCOs must ensure that any COR or COTR designated is properly equipped, trained and qualified to handle those responsibilities pursuant to your agency policy. The COR must be designated prior to award of a cost reimbursement Order. The designation must be in writing (e.g. specifying responsibilities, authorities, and limitations) and a copy must be provided to the contractor (See FAR 16.301(a)(4) and Alliant website [www.gsa.gov/alliant](http://www.gsa.gov/alliant) --go to templates under "Ordering Guide and Document Library").
- **Task Order Protests, Disputes and Claims** – Receive and respond to Task Order protests, disputes and claims. The warranting agency is responsible for the OCO's decisions and actions as a warranted contracting officer.
- **Monitor, Evaluate and Report Contractor Task Order Performance** – Assure contractor performance and support compliance with both Task Order and contract terms and conditions. Take appropriate action to maintain the Government's rights. OCOs are required to conduct contractor performance evaluations IAW FAR 42.15, and applicable agency policies. Interim performance evaluations are required for each Task

Order. OCOs should use their organization's designated contractor performance reporting application to record performance.

- **Cost or Price Analysis and Audits** – Perform and document cost analysis and/or price analysis (FAR 15.4) as appropriate in determining the overall Task Order price to be fair and reasonable, as well as respond to any related audits.
- **Prompt Payment** – Ensure prompt payment of contractor invoices and prompt rejection of nonconforming invoices.
- **Task Order Closeout** – Perform Task Order closeout IAW FAR 4.804-5 and provide the GWAC Contracting Officer with a Task Order closeout completion statement.
- **Requests for Information** – Respond to any requests for information pertaining to Task Orders awarded or administered by you including but - not limited to, Freedom of Information Act requests, and inquiries/audits by: Congress, Inspectors General, the Small Business Administration, the General Accountability Office and the GSA.

## Ordering

The procedures for ordering are governed by FAR 16.505 - Ordering. As noted in 16.505(b) (1) (ii) the OCO may exercise broad discretion in developing appropriate Order placement procedures. The OCO should keep submission requirements to a minimum when using streamlined procedures. Streamlined procedures may include oral and or written presentations or a combination thereof. The competition requirements in FAR Part 6 and policies in FAR 15.3 do not apply to Orders issued under Alliant.

## Order Types

As defined in FAR Part 16 --Type of Contracts, all types of FP, cost reimbursement, incentive, T&M and LH are permissible Order types under Alliant. In addition, Award Term Incentive provisions may be used in Orders. Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

OCO's are responsible for preparing and obtaining approval for any required determination and findings (D&Fs) related to contract type and are specifically reminded of the requirements for T&M type Orders per FAR 16.601(d) and Cost Reimbursement type Orders per FAR 16.301-2 Applications and FAR 16.301-3 Limitations.

Cost reimbursement contracting is a highly specialized area, and is experiencing increasing regulatory oversight. The National Defense Authorization Act for Fiscal Year 2009 has effected revisions to the FAR strengthening the guidance regarding the use of cost-reimbursement contracts to include: (1) when cost-reimbursement contracts are appropriate; (2) the type of findings an acquisition plan must have to support a decision to use cost-reimbursement contracts; and (3) the assessment of the workforce resources needed to award and administer cost-reimbursement contracts.

Because high risk contracts, such as cost-reimbursement contracts, provide no direct incentive for contractors to control costs they should be carefully planned and managed. OCOs should carefully consider the additional risks assumed by the Government as a result of using cost-reimbursable contracts and document the additional risks and how those risks will be managed and mitigated. OCOs should also determine the adequacy of the Government resources to properly plan for and administer a cost-reimbursement procurement and identify action plans to minimize the use of other than firm fixed price contracts on future acquisitions for the same requirement [See FAR 16.103(d)(1) and FAR 16.301-3(a)(4)(i)]

A cost reimbursement contract may be used only when—

1. The factors in FAR 16.104 have been considered as follows:
  - i. A written acquisition plan has been approved and signed at least one level above the contracting officer;
  - ii. The contractor's accounting system<sup>1</sup> is adequate for determining costs applicable to the contract or order; and
  - iii. Prior to award of the contract or Order, adequate Government resources are available to award and manage a contract other than firm-fixed priced [See FAR 7.104(e)]. This includes appropriate Government surveillance during performance in accordance with 1.602-2, to provide reasonable assurance that efficient method and effective cost controls are used and designation of at least one contracting officer's representative (COR) qualified in accordance with 1.602-2, has been made prior to award.

<sup>1</sup>The cost accounting system(s) for the Alliant Primes were determined adequate at time of award. The Basic Contract requires Alliant Primes to notify the PCO and designated OCO in writing of any changes in the status of their cost accounting system and to provide the reason(s) for the change. Although, the FAR does not require a reassessment of the contractor's accounting system at the task order level, it is a good practice to require an Alliant Prime to reaffirm that their cost accounting system is adequate prior to any task order award.

A time-and-materials contract may be used only if—

1. The OCO prepares a determination and findings (D&F) that no other contract type is suitable. The determination and finding shall be—
  - i. Signed by the OCO prior to the execution of the base period or any option periods of the contracts; and
  - ii. Approved by the head of the contracting activity prior to the execution of the base period when the base period plus any option periods exceeds three years; and
  - iii. The Order shall include a ceiling price that the contractor exceeds at its own risk; and
  - iv. The OCO shall document the contract file to justify the reasons for and amount of any subsequent change in the ceiling price.

## **Performance Based Preference**

The Office of Federal Procurement Policy (OFPP) recommends that a PWS or SOO be utilized, to the maximum extent practicable, when acquiring services IAW FAR 37.102(a) [DFARS 237.170-2].

Policy promulgated by the FY 2001 Defense Authorization Act (PL 106-398, section 821), FAR 37.102, and 16.505(a), establishes Performance-Based Service Acquisitions (PBSA) as the preferred method for acquiring services. In addition, for DOD agencies, DFARS 237.170-2 requires higher-level approval for any acquisition of services that is not performance-based. Accordingly, where feasible, the OCO should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence IAW FAR 37.102(a) (2):

1. A Firm Fixed Price (FFP), Performance-Based Order
2. A Performance-Based Order that is not FFP

3. An Order that is not Performance-Based

## The Order Process

<b>Step 1</b>	<b>Plan the Acquisition</b>
<b>Step 2</b>	<b>Define Requirement and Develop Solicitation</b>
<b>Step 3</b>	<b>Issue Solicitations Offering Fair Opportunity to All Alliant Primes</b>
<b>Step 4</b>	<b>Evaluate Proposals – Price and Other than Price</b>
<b>Step 5</b>	<b>Document Award, Debriefings and Protests</b>
<b>Step 6</b>	<b>Administer and Closeout Order</b>

### **Step 1** Plan the Acquisition

FAR 16.505(a)(7) states, orders issued under a task order or delivery order contract awarded by another agency ( a GWAC or multi - agency contract) are not exempt from the development of acquisition plans IAW FAR Part 7 Acquisition Planning and FAR Part 39 Acquisition of IT.

When developing an acquisition plan for acquiring information technology service solutions OCOs:

- Are not required to adhere to the competition requirements in FAR Part 6, the policies in FAR 15.3 Source Selection or the Economy Act.
- Must comply with all FAR requirements for a bundled contract when the order meets the definition of “bundled contract” (See FAR 2.101(b)).
- Should consider the use of modular contracting to reduce program risk (see 39.103(a)) as required by Information Technology (IT) Reform Action 15 *and the 25 Point Implementation Plan to Reform Federal Information Technology* ([See OMB “Contracting Guidance to Support Modular Development” dated 14 June 2012](#))
- Give special consideration to high risk contract types such as cost reimbursement and Time and Materials/Labor Hour. Document the rationale for selecting other than firm-fixed-price contracts (See FAR 7.103 (e) & (j) and FAR 7.105 (b) (3) respectively) and obtain required approvals.
- Shall document a Determination of Best Procurement Approach<sup>1</sup> (See FAR 17.502-1 General). A “Best Procurement Approach” is
  - Required for both Directed and Assisted Acquisitions;
  - Can be documented as part of an agency’s planning document (e.g. acquisition plan) and;
  - Does not require a formal Determination and Finding (D&F) or Justification & Approval (J&A) (See pages 4 & 5 of OMB Memorandum on “Improving the Management and Use of Interagency Acquisitions” dated June 6, 2008)

<sup>1</sup> Note: The OMB memo uses the term “Best Interest Determination: which is synonymous with “Best Procurement Approach.”

### **Step 2** Define Requirement and Develop Solicitation

Agencies are encouraged to use Performance-Based Service Acquisition to the maximum extent practicable (See Alliant Best Practices at <http://www.gsa.gov/alliant> for link to “Seven Steps to

Performance Based Acquisition”). As a reminder, OCOs may request scope reviews at any time during the acquisition process and are encouraged to do so prior to soliciting proposals.

### **Performance-Based Service Acquisition (PBSA)**

PBSA, a/k/a Performance-Based Contracting, means an acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The Office of Federal Procurement Policy (OFPP) recommends that a performance work statement /statement of objectives be utilized, to the maximum extent practicable, when acquiring services IAW FAR 37.102(a) and for DOD DFARS 237.170-2.

Pursuant to FAR 37.601(b), performance-based contracts for services shall include:

- A performance work statement
- Measurable performance standards
- A method of assessing contractor performance against performance standards
- Performance incentives where appropriate

### **Performance Work Statement (PWS)**

A PWS identifies the technical, functional and performance characteristics of the Government’s requirements. The PWS describes the work in terms of the purpose of the work to be performed rather than how the work is to be accomplished or the number of hours to be provided. A best practice is to invest sufficient time and effort up front to write a clear high quality performance work statement that will enable offerors to clearly understand the requirement and needs of the agency. This will enable offerors to more accurately cost or price their proposals and submit higher quality technical proposals. Furthermore, it provides a baseline for the development of other parts of the solicitation, particularly the evaluation criteria and technical proposal instructions which are discussed in the paragraph below “Solicitation”. A clearly defined requirement also facilitates a more accurate independent cost estimate and prospectively more accurate budgeting for option periods. Potential post award benefits include minimizing the need for change orders, better assessment criteria for assessing contractor performance and reduced claims and disputes.

### **Statement of Objective (SOO)**

A SOO is a variant of the PWS. It is often a very brief document (commonly about 2 to 10 pages, depending upon complexity, although there is no maximum or minimum required length) which summarizes key agency goals and outcomes, to which contractors respond with solutions. It is different from a PWS approach in that offerors are asked to develop and propose a PWS, technical approach, performance standards/metrics and acceptable quality levels (commonly called a performance requirement summary (PRS)), incentives/disincentives, a quality assurance surveillance plan (typically based upon commercial practices) and pricing. At a minimum, a SOO should contain the following information:

- Purpose
- Scope or mission
- Period and place of performance
- Background
- Performance objectives (i.e., required results)
- Any operating constraints

Upon award, the agreed upon PWS, PRS, incentives/disincentives (if any) and pricing should be incorporated into the resulting Order.

## **Incentive**

The OCO must evaluate and determine the appropriateness of all Incentive terms, and develop a surveillance plan to implement and monitor an award-fee, incentive-fee, or award-term result IAW FAR 15.4, Contract Pricing, and FAR 16.4, Incentive Contracts. See Alliant Section B.7.3 Incentive. This is an area of increasing regulatory oversight pursuant to Section 867 of NDAA 2009, P.L. 110-417.

## **Solicitation**

A solicitation may be in the form of a request for proposal (RFP) or a request for quote (RFQ). It must include a SOW/PWS/SOO, evaluation factor(s), contract type, period and place of performance, due date, applicable proposal instructions, and other information (agency specific clauses) identifiable to the work effort. The RFP will include evaluation factors tailored to the specific requirement.

Investing sufficient time and effort up front to write clear, high-quality, requirements provides the government a baseline for the development of other parts of the solicitation particularly the evaluation criteria and technical proposal instructions. Clearly defined requirements facilitate a more accurate independent government estimate and more accurate budgeting. In addition, clearly defined requirements help industry to better understand the agency requirements and needs facilitating more accurate pricing and higher quality technical proposals.

An additional best practice is to provide clear instructions for proposal preparation as well as keeping the required submissions to the minimum necessary. This approach combined with streamlined evaluation factors should result in reduced administrative costs and time for both the Contractor and Government in the proposal preparation and evaluation process. In addition, this facilitates increased competition and reduced procurement lead times, enabling contractors to provide more innovative solutions at better prices. The end result is probably fewer protests and best value to the Government with lower risk - a win-win for all parties. Cost or price must be an evaluation factor for all Orders. Other selection factors should be limited to those few that are meaningful discriminators in assessing competing offers. Below are some examples of possible factors:

- a. Past performance (strongly encouraged)
- b. A risk analysis of the Order performance
- c. Strengths and weaknesses in performing the desired outcomes
- b. Management approach
- c. Technical approach
- d. Experience of key personnel

## **Additional FAR and/or Any Specific Agency Provisions and Clauses**

Additional FAR provisions and clauses that are complimentary to Alliant may be added at the Order level. If you intend to follow FAR Part 12 Acquisition of Commercial Items, make sure you structure the Order RFQ/RFP accordingly.

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations may be included in the Order as long as they are not inconsistent

with Alliant terms and do not exceed its scope. The OCO is responsible for clearly identifying the applicable provision and clause configuration in Order solicitations.

### **Other Solicitation Considerations:**

Excluded Parties List Review: Although an affirmative responsibility determination was made for each Alliant prime contractor at time of award it is highly recommended that OCOs complete and document an Excluded Parties List review prior to making an Order award. This policy is consistent with FAR 9.405-1 and the Office of Federal Procurement Policy Memorandum, "Contractor Responsibility Determinations and Indefinite-Delivery Contracts," dated April 16, 2002 and DFARS 209.405-1.

Certification Regarding Responsibility Matters: OCOs shall insert the provisions at 52.209-5 Certification Regarding Responsibility Matters and 52.209-7 Information Regarding Responsibility Matters (i.e., applies over \$500K).

Inverted Domestic Corporations (IDCs): OCO's must assure they do not award to IDCs when using appropriated funds--unless they get a waiver from the Head of the Contracting Activity (HCA). Additionally, when issuing solicitations using appropriated funds OCOs must include the following provision FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representations (July 2009). FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2012) has been added to the Alliant GWAC via modification.

### **Step 3 Issue Solicitation - Offer Fair Opportunity to All Alliant Primes**

A solicitation may be issued either by using the "AlliantAwardees@gsa.gov" email address, or through the Ordering Agency's preferred method which may be via e-mail, GSA's e-Buy at <http://www.ebuy.gsa.gov> or other electronic means as prescribed by the Ordering agency. Solicitation synopsis in FedBizOpps is not required or recommended for Orders issued against indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the "fair opportunity to be considered" notification requirement.

### **Compete Requirement Offering Fair Opportunity to be Considered**

Since Alliant is a multiple-award, indefinite-delivery, indefinite-quantity contract, fair opportunity (see FAR 16.505(b), and for DoD see DFARS 216.505-70) must be given to all primes, unless an exception applies pursuant to FAR 16.505 (b)(2) as indicated below (see DFARS 216.505-70 for DOD).

(2) *Exceptions to the fair opportunity process.* The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the following statutory exceptions applies:

(A) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

(B) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(C) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(D) It is necessary to place an order to satisfy a minimum guarantee.

(E) For Orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

IAW FAR 16.505(b)(1) each contractor shall be given a fair opportunity to be considered for each Order exceeding the micro purchase threshold. The OCO must determine and document the method used to ensure fair opportunity is provided to all Alliant contractors

IAW FAR 16.505 (b)(1)(iii). If an exception to the fair opportunity process is used, OCOs must ensure that justification, approval, and posting requirements are completed in accordance with FAR 16.505(b)(2)(ii). See Appendix D: Summary of Justification, Approval, and Posting Requirements. The contracting agency's obligations to provide "a fair opportunity to be considered" for task or delivery Orders in excess of \$5M is not met unless "all contractors" are provided the following (at a minimum):

1. A notice of the Order that includes a clear statement of the agency's requirements
2. A reasonable period of time to provide a proposal in response to the notice
3. Disclosure of the significant factors and sub factors, including cost or price, which the agency expects to consider in evaluating such proposals, and their relative importance
4. A written statement documenting the basis for the award and the relative importance of quality and price or cost factors
5. An opportunity for a post-award debriefing if timely requested

### **Streamlined Order Competitions/MultiPhased Approach**

Various multiphased approaches are acceptable under FAR 16.505 (b) (1) (iv) (A) (5) and are totally discretionary on the part of the OCO. The multiphased approach may be appropriate when the effort required to respond to a potential Order solicitation is resource intensive. As appropriate, price and non-price factors should be considered in the initial evaluation. See Appendix E: Two Examples of a Multiphased Approach.

### **Step 4 Evaluate Proposals – Price & Other than Price**

OCO's should evaluate proposals based on the methodology stated in the solicitation to maintain fairness in the Order process and mitigate protest risk. Either tradeoff or lowest price - technically acceptable evaluations are valid best value methods, and are authorized at the Order level. FAR-based and Client agency policy-based evaluation methods for assessing price and/or cost, and non-price/non-cost aspects of quotes and proposals, in order to achieve best value are useful guides for OCOs.

### **Pricing-General**

The OCO is responsible for analyzing Order proposals and documenting the cost or price evaluation to include a determination that the final agreed to price is fair and reasonable, irrespective of contract type(s), IAW FAR 15.4 Contract Pricing and agency requirements. The OCO should consider the contract type, complexity and circumstances of each acquisition in determining the level of detail and degree of analysis required, striving to keep supporting data to the minimum necessary to support price reasonableness. When adequate price competition exists (see FAR 15.403-1(c)(1)) generally no additional information is necessary to determine price reasonableness. See Alliant Section B.7 Order Pricing (All Order Types).

Direct Costs can be identified with a final cost objective whereas indirect costs are cost that are allocated to intermediate or two or more final cost objectives. Indirect cost may be applied to direct costs IAW the contractor's cost accounting system. OCOs must also guard against "double-counting" by ensuring that the same other direct costs (ODCs) are not included in more than one cost category, and that all costs are classified IAW the company's standard accounting practices. The OCO must also assess the overall reasonableness, allowability, and allocability of the proposed ODCs IAW FAR 15.4 Contract Pricing and the cost principles in FAR Part 31. ODCs are addressed and handled IAW the applicable contract type.

### **Pricing-Fixed Price (FP)**

A FP contract provides for a firm price that is not subject to any adjustment on the basis of the prime contractors cost experience in performing the contract. The OCO must determine fair and reasonable pricing for all FP Orders IAW FAR 15.4 Contract Pricing and Alliant Section B.7.1 Fixed Price.

### **Pricing Cost Reimbursement**

Additionally, the OCO must determine cost allowability, allocability and realism and also must analyze and negotiate fee for all cost reimbursement Orders. Refer to FAR 15.4 Contract Pricing. The OCO should also validate that the Contractor possesses an adequate cost accounting system as part of their file documentation.

Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general and administrative (G&A) expenses, facilities capital cost of money, ODCs, and profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

### **Pricing-Time and Materials (T&M) and Labor-Hour (LH)**

Alliant provides loaded hourly labor rates for T&M and LH contract types. These loaded hourly labor rates (Government site and contractor site, Section J, Attach 2 & 3) may also be used to develop an Independent Government Cost Estimate (IGCE), as applicable within the Continental United States (CONUS). If proposing rates higher than the loaded hourly labor rates, contractors shall explain and justify this in their Order proposals. The OCO is responsible for determining that the total price for the Order is appropriate given the requirements of each individual Order as well as the level of effort and mix of labor proposed to perform the task. Adequate price competition on T&M and LH Orders placed under Alliant is expected to establish price reasonableness IAW FAR 15.4, Contract Pricing. Materials are reimbursed at cost (no profit) IAW FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. Allowable indirect costs and ODCs may be included to the extent they are comprised only of costs that are clearly excluded from the hourly rate and allocated IAW the contractor's written or established accounting practices. OCOs are encouraged to clarify the handling of ODCs by documenting the agreed upon procedures in the final Order.

The OCO is authorized to establish different hourly rates suited to meet the ordering agency's specific requirements and determine fair and reasonable pricing IAW FAR 15.4 Contract Pricing. Rates may only be exceeded when unique circumstances such as geographic area or security clearances (See Alliant B.7.4) are explained by the contractor to the satisfaction of the OCO. OCOs need to perform an independent analysis before accepting any loaded rate that exceeds the rate in the basic contract. If adequate price competition is not present, or the OCO cannot otherwise determine price reasonableness, the OCO may request information other than cost or

pricing data IAW FAR 15.403-3. See Appendix F: Additional Guidance for Time & Materials and Labor-Hour.

## **Step 5** Order Award Documentation, Debriefings and Protests

### **Order Award Documentation**

FAR 16.505(b) (5) Ordering, states that the OCO shall document in the Order file the rationale for placement and price of each Order, including the basis for award and the rationale for any tradeoffs among cost or price and non cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The contract file shall also identify the basis for using an exception to the fair opportunity process. If the agency uses the logical follow-on exception, the rationale shall describe why the relationship between the initial Order and the follow-on is logical (e.g., in terms of scope, period performance or value).

The document supporting the award should be sufficiently detailed to clearly explain why the contractor was selected for award.

### **Postaward Notices and Debriefing of Unsuccessful Awardees for Orders Exceeding \$5 Million**

The OCO shall notify unsuccessful awardees via a post award notification when the total price of an Order exceeds \$5M per FAR 16.505(b)(4). Post award notices shall be prepared IAW the procedures in FAR 15.503(b)(1). See sample template "Notification of Unsuccessful Offerors" in the Alliant Document Library at <http://www.gsa.gov/alliant>. Note to GSA COs: The automatic award notification issued by IT Solutions Shop (ITSS) does not include all the information required by FAR 15.503(b)(1) therefore, separate written notification to unsuccessful offerors is required.

If a debriefing is requested by an unsuccessful awardee, the procedures at FAR 15.506 Post award debriefing of offerors shall be followed. A summary of the debriefing shall be included in the Order file.

Post Award Notices and Debriefings for Orders less than \$5M are also encouraged but are not required.

### **Alternative Dispute Resolution (ADR)**

ADR procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the OCO has authority to resolve the issue in controversy. If the contractor submits a claim, ADR procedures may be applied to all or part of the claim. When ADR procedures are used after the issuance of an OCO's final decision, the time limitations or procedural requirements for filing an appeal of the OCO's final decision are not altered.

### **Order Level Protest**

In accordance with FAR 16.505 (a)(10)(i), no protest under \$10,000,000 is authorized in connection with the issuance or proposed issuance of an Order under a Task-Order Contract or

Delivery-Order Contract, except for a protest on the grounds that the Order increases the scope, period of performance, or maximum value of the Contract. The Government Accounting Office (GAO) has exclusive jurisdiction over any protests greater than \$10,000,000.

## **Ombudsman Process**

IAW FAR 16.505(b) (6) [and 10 U.S.C. § 2304c (3)], complaints related to matters affecting Order award may be directed to the designated Ombudsman. See the Ombudsman process in the Contractor Responsibilities and Guidance section of this Ordering Guide.

## **Step 6 Administer and Closeout Order**

### **Quality Assurance – Contractor Surveillance**

The OCO is responsible for insuring contractor performance meets the minimum requirements established in the Order, documenting the Order file and communicating with the contractor to ensure the Government is receiving the contracted services. If contractor performance monitoring is delegated to a contracting officer's representative (COR) or Contracting Officer's Technical Representative (COTR) the specific authority/limitations should be documented in accordance with FAR 1.602-2(d) and a copy provided to the contractor.

### **Reporting Past Performance**

Past performance records may be used in the "selection process" for determining award (see FAR 16.505 Ordering). The Federal Acquisition Regulation Part 42.15 requires past performance evaluations shall be prepared for each order with a period of performance, including options, exceeding one year. Agencies shall prepare an evaluation of contractor performance for each order that exceeds the simplified acquisition threshold placed under a task order contract or a delivery order contract awarded by another agency (i.e. Governmentwide acquisition contract or multi-agency contract). Agencies shall submit past performance reports electronically to the Past Performance Information Retrieval System (PPIRS) at [www.ppirs.gov](http://www.ppirs.gov). In addition, OCOs must report other contractor information per FAR 42.15 in the Federal Awardee Performance Information and Integrity System (FAPIS) module of PPIRS.

### **Reporting and Order Closeout**

The OCO is responsible for preparing and submitting the Federal Procurement Data System (FPDS) data for each Order and all related modifications he or she issues.

The OCOs are required to provide an Order completion statement to the GWAC CO verifying that all terms of the contract have been met and there are no remaining open items. Closeout procedures (FAR 4.804 & 4.805) shall include a release of claims from the contractor.

OCO's are strongly encouraged to utilize quick closeout procedures in FAR 42.708, when applicable, because it is a faster method of completing the closeout process. It allows the OCO to negotiate the indirect rates rather than waiting for the cognizant ACO to negotiate the final indirect rates.

### **Contact Information for Client Support**

The Enterprise Acquisition Division will continue to provide support throughout the life of the Order. Contact the Enterprise Acquisition Division with any comments and concerns via phone or e-mail. Access the contract and supporting information through links on the Alliant website.

Enterprise Acquisition Division: 1-877-534-2208  
Alliant E-mail: [alliant@gsa.gov](mailto:alliant@gsa.gov)  
Alliant Website: <http://www.gsa.gov/alliant>

Alliant Points of Contact for Training, Client Information and the Alliant:

### **Enterprise Acquisition Division**

Menlu (Mimi) Bruce  
Director of Customer Service  
E-mail [menlu.bruce@gsa.gov](mailto:menlu.bruce@gsa.gov)  
Telephone 877-534-2208

John Cavadias  
GWAC CO  
E-mail [john.cavadias@gsa.gov](mailto:john.cavadias@gsa.gov)  
Telephone 858-537-2261

Casey Kelley  
Alliant Program Manager  
E-mail [casey.kelley@gsa.gov](mailto:casey.kelley@gsa.gov)  
Telephone 858-537-2222

Roger Chapin  
GWAC ACO  
Email: [roger.chapin@gsa.gov](mailto:roger.chapin@gsa.gov)  
Telephone 858-401-9561

## Alliant Contractors

GS00Q09BGD0004	Abacus Technology Corporation
GS00Q09BGD0005	Accenture Federal Services, LLC
GS00Q09BGD0006	Advanced Management Technology Inc.
GS00Q09BGD0007	Advanced Technology Systems, Inc.
GS00Q09BGD0008	Alion Science and Technology Corporation
GS00Q09BGD0009	Alliant Solutions, LLC <b>(JV)</b>
GS00Q09BGD0010	American Systems Corporation
GS00Q09BGD0011	Analytical Services, Inc.
GS00Q09BGD0012	Apptis, Inc.
GS00Q09BGD0013	ARINC Engineering Services, LLC
GS00Q09BGD0014	ARTEL, Inc.
GS00Q09BGD0015	AT&T Government Solutions, Inc.
GS00Q09BGD0044	Avaya Government Solutions, Inc.
GS00Q09BGD0016	BAE Systems Information Solutions, Inc.
GS00Q09BGD0017	BAE Systems Technology Solutions & Services, Inc.
GS00Q09BGD0019	Booz Allen Hamilton, Inc.
GS00Q09BGD0020	CACI Inc, Federal
GS00Q09BGD0021	Centech Group, Inc., The
GS00Q09BGD0022	CGI Federal Inc.
GS00Q09BGD0023	Client Network Services, Inc.
GS00Q09BGD0024	Communication Technologies, Inc.
GS00Q09BGD0025	Computer Sciences Corporation
GS00Q09BGD0018	Deloitte Consulting, LLP
GS00Q09BGD0026	Dynamics Research Corporation
GS00Q09BGD0028	EPS Corporation
GS00Q09BGD0029	Federal Network Systems LLC, A Verizon Company
GS00Q09BGD0030	General Dynamics One Source LLC <b>(JV)</b>
GS00Q09BGD0031	Harris Corporation
GS00Q09BGD0027	HP Enterprise Services, LLC
GS00Q09BGD0033	INDUS Corporation
GS00Q09BGD0034	International Business Machines Corporation
GS00Q09BGD0035	QinetiQ North America, Inc
GS00Q09BGD0036	NTT DATA Federal Services Inc. .
GS00Q09BGD0054	Kratos Technology & Training Solutions, Inc.
GS00Q09BGD0037	L-3 Services, Inc.
GS00Q09BGD0038	LGS Innovations, LLC
GS00Q09BGD0039	Lockheed Martin Integrated Systems, Inc.
GS00Q09BGD0040	MacAulay-Brown, Inc.
GS00Q09BGD0041	ManTech Advanced Systems International Corporation
GS00Q09BGD0042	McNeil Technologies, Inc.
GS00Q09BGD0043	NCI Information Systems, Inc.
GS00Q09BGD0056	Northrop Grumman Information Technology, Inc.
GS00Q09BGD0045	Dell Services Federal Government Inc.
GS00Q09BGD0046	Professional Software Engineering, Inc.
GS00Q09BGD0047	Raytheon Company

GS00Q09BGD0048	Science Applications International Corporation
GS00Q09BGD0049	Serco, Inc.
GS00Q09BGD0050	Smartronix, Inc.
GS00Q09BGD0051	Southwest Research Institute
GS00Q09BGD0052	SGT, Inc.
GS00Q09BGD0053	STG, Inc.
GS00Q09BGD0055	Systems Research and Application Corporation
GS00Q09BGD0057	TKC Communications, LLC
GS00Q09BGD0058	T3 Alliance <b>(JV)</b>
GS00Q09BGD0059	Tybrin Corporation
GS00Q09BGD0060	Unisys Corporation
GS00Q09BGD0061	Vangent, Inc.
GS00Q09BGD0062	Wyle Information Systems, LLC

(JV): Joint Venture - The Alliant prime contractors were allowed to propose as a single corporate entity or through a contractor teaming arrangement (CTA) in the form of a joint venture or partnership, whereby the CTA acts as the prime contractor. As part of the initial evaluation process, the teaming agreement was evaluated. Subcontract arrangements were not considered in the initial award evaluation. Therefore, subcontract arrangements and any consent to subcontract requirement are the responsibility of the OCO.

Only existing Alliant prime contractors, either single entities or CTAs that were awarded prime contracts, may participate in task order competitions. It is up to the Alliant prime contractor to determine what type of contractual arrangement they wish to establish with any entity they bring in on their team in the performance of an Alliant Order. However, the Alliant prime will be the entity responsible for performance and the entity with which the government has privity of contract. There are three CTAs that submitted proposals and were awarded prime contracts under Alliant (see JV designation above).

### **Contractor Responsibilities and Guidance Delegation of Procurement Authority**

It is a responsibility of the prime contract holder to ensure that any OCO issuing Orders against Alliant has a DPA for the Alliant prior to acting on any Orders. No work will be performed, no debt or obligation accrued and no payment will be made except as authorized by a bona fide written Order signed by an OCO possessing a duly authorized written delegation of procurement authority from GSA. If a Contractor is unsure if an OCO has a bona fide DPA, please ask them to provide a copy of their written GSA issued DPA and/or contact the GWAC Center for verification. See Alliant Sections G.2, Authorized Users and G.3.4 Ordering Contracting Officers.

Alliant is for use by all federal agencies, authorized federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2G, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, February 16, 2011, as modified from time to time.

### **Contract Access Fee Calculation and Remittance**

On all Orders, regardless of contract type, contractors must estimate CAF in their proposals. OCOs may fund CAF as a separate Contract Line Item Number (CLIN) or not. CAF was not included in the loaded hourly labor rates awarded on Alliant, thereby allowing OCOs the option of having contractors include CAF in their loaded hourly labor rate on T&M/LH Orders or establishing

a separate CLIN. The contractor must remit the CAF to GSA IAW Alliant Section G.9.5 Contract Access Fee Remittance.

Where payments for multiple invoices (e.g., on one or more Orders) are due, contractors may consolidate the CAF owed into one payment. CAF remittance is addressed in Alliant Section G.9.5 Contract Access Fee Remittance. The CAF is calculated as  $\frac{3}{4}$  of a percent (i.e., 0.0075) applied to all costs. The formula is: Total CAF = Total Costs \* CAF Percentage. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

## **Contractor Administrative Reporting**

The administrative reporting requirements under Alliant are defined in Alliant Section G.9.7 Contractor Administrative Reporting. The types of reporting data required are as follows:

- Order award/modification data
- Invoice data
- CAF payment data

All reporting data shall be reported using the GWAC Management Module in ITSS:

**ITSS:** <https://web.itss.gsa.gov>

- Register for the GWAC Management Module (see <https://web.itss.gsa.gov> or call ITSS help desk for assistance)
- Create new Order package (ITSS awarded Orders are auto-populated)
- Add modification data
- Add purchase data
- Add CAF payment data (although payment is not made at this site)
- Complete "reassignment" action item(s)
- Make corrections/adjustments to previously entered information

Note: Since ITSS awarded Orders are auto-populated only purchase (invoice) data is needed upon data entry.

## **Potential Organizational Conflicts of Interests**

In the event a potential Order might create a potential or actual conflict of interest the contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

## **Contractor Training and Proposal Preparation**

The contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the contractor shall not directly bill the Government for any training.

Also, IAW with the Alliant Section G.9 Ordering Procedures all costs associated with the preparation, presentation, and discussion of the offeror's proposal in response to a task order request will be at the offeror's sole and exclusive expense.

## **Cost Accounting and Purchasing System**

Contractors are required to have an adequate cost accounting system for cost reimbursement type Orders IAW FAR 16.301-3(a)(1). The contractor shall notify the ACO and designated OCOs for ongoing Orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change. IAW FAR 44.201-2, Advance Notification Requirements, contractors with approved purchasing systems shall notify the ACO and designated OCOs on individual Orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

## **Responding to Opportunities**

IAW Alliant Section G.9 Ordering Procedures, contractors are required to respond to each Order request (RFQ/RFP) with either a proposal or a statement of “No Bid” along with the reason for not submitting a proposal. Contractors should not provide extraneous information unless it is explicitly required by the OCO in the initial request. A Bid/No Bid statement is required for an RFQ/RFP but not for an RFI. Alliant Prime contractors may respond to RFIs (e.g., capabilities request, market research) in the manner prescribed by the OCO by the required due date.

## **Closeout**

The contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order. Contractors shall adhere to the metrics for closeout as stipulated in FAR 4.804-1. The GWAC CO will monitor the timeliness and effectiveness of close out as part of the Contractor’s performance assessment.

## **Making Sure IT Services or IT Services-based Solutions are the Principle Purpose of every Order**

Under representation of IT services and over representation of non-IT services and/or products may be problematic. For the current definition of IT see [FAR 2.101](#). (Industry partners often conduct outreach to encourage utilization of a particular contract; therefore it behooves them to encourage potential Alliant customers to understand the GWAC’s value proposition, which includes the advance scope compatibility review process. GSA invites the Alliant industry partners to share in the responsibility for ensuring work under the GWAC is a good fit for it. As advance scope compatibility reviews are not mandatory, Alliant industry partners noticing Order solicitations that appear questionable are invited to proactively bring them to the attention of the GWAC CO. Similarly, if an Alliant Contractor has received an Alliant Order and later recognizes it would benefit from a scope compatibility review, GSA will work in partnership with the stakeholders to review the Order.

## **Not Allowed on Alliant GWAC**

- Renting/leasing (it is permissible for a contractor to enter into rental or lease agreements to fulfill Order requirements for real and/or personal property, but the Government will not be a party to them) See Alliant Section H.5.1 Leasing of Real and Personal Property
- Blanket Purchase Agreements (BPAs (there are contractual means to create flexibility in Orders – please consult the GWAC CO at [alliant@gsa.gov](mailto:alliant@gsa.gov))
- Orders for which IT services outcomes are not the principle purpose
- Orders for which supplies or software/hardware are the principle purpose

## **Past Performance**

The contractor is responsible for monitoring its status in, and participating in, the various Federal past performance record systems, such as the Past Performance Information Retrieval Systems (PPIRS accessible at <http://www.ppirs.gov/>).

## **Ombudsman Process**

Disputes related to matters affecting Order award may be directed to the designated Ombudsman IAW FAR 16.505 (b) (6).

The Office of the GSA Ombudsman is:

General Services Administration  
Special Assistant for Contracting Integrity, Office of Acquisition Policy (MV)  
1800 F Street, NW – Room 4031  
Washington, DC 20405-0002  
Phone: (202) 501-4770, FAX: (202) 501-1986

## **Systems**

**IT Solutions Shop:** <https://web.itss.gsa.gov>

Tasks may be competed in ITSS. To register, provide authorization letters to identify the POC that should be listed on the distribution list for ITSS and fax to (858) 509-8842. The authorization letter must be on company letterhead and signed by a company official identifying their point of contact (POC) on the contract. Contact the ITSS helpdesk or the Alliant GWAC CO if you need assistance.

Industry partners will receive notices regarding opportunities in ITSS in their registered e-mail address. Respond in the manner prescribed in the request.

**E-Buy:** <https://www.ebuy.gsa.gov>

Tasks may be competed in e-Buy. Registration in e-Buy is required. After registration, monitoring of e-Buy opportunities is required. Industry partners will receive notices regarding opportunities in e-Buy at their registered e-mail address. Respond in the manner prescribed in the request. To respond to opportunities in e-Buy, go to <https://www.ebuy.gsa.gov>. Contact the e-Buy helpdesk or the Alliant GWAC CO if you need assistance.

**Tracking and Ordering System (TOS):** <https://enable.its.gsa.gov>

The GSA FEDSIM uses TOS which is an automated tool that supports a paperless procurement environment. Contractors are required to register in this system if they are doing business with FEDSIM.

**Central Contractor Registration (CCR): <http://www.ccr.gov>**

All Industry Partners are required to register in the Central Contractor Registration (CCR), and its constituent parts, located on the Business Partner Network website at (<http://www.bpn.gov/>). Industry Partners are required to maintain complete up-to-date registrations and diligently monitor their accounts in CCR. Registrations require annual renewal.

**Federal Procurement Data System - Next Generation (FPDS-NG):  
<https://www.fpds.gov/>**

The FPDS website collects data regarding Government procurements to provide a broad picture of the overall Federal acquisition process. It can be searched in many ways including contract number, company name, and Order number.

**Federal Funding Accountability and Transparency Act Portal:  
<http://USASpending.gov>**

The Federal Funding Accountability and Transparency Act (FFATA) of 2006, requires the establishment of a single searchable website (link [USASpending.gov](http://USASpending.gov)) for Federal awards. [USASpending.gov](http://USASpending.gov) displays prime award information; data pertaining to obligations (amounts awarded for federally sponsored projects during a given budget period); and first-tier sub-award data (subcontracts and subgrants). Sub-award information shown on the website is provided by FSRS.

## Appendix A: Glossary of Acronyms

AAS	Assisted Acquisition Services
ACO	Administrative Contracting Officer
CAF	Contract Access Fee
CLIN	Contract Line Item Number
DPA	Delegation of Procurement Authority
DoD	Department of Defense
FAQ	Frequently Asked Question
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FPDS	Federal Procurement Data System
GAO	Government Accountability Office
GSA	General Services Administration
GWAC	Governmentwide Acquisition Contract
GWAC CO	GWAC Contracting Officer
IAW	In Accordance With
IGCE	Independent Government Cost Estimate
IT	Information Technology
ITSS	IT Solutions Shop
LH	Labor Hour
NDAA	National Defense Authorization Act
OCO	Ordering Contracting Officer
OFPP	Office of Federal Procurement Policy
OMB	Office of Management and Budget
PBSA	Performance-Based Service Acquisitions
PWS	Performance Work Statement
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quote
SOO	Statement of Objectives
SOW	Statement of Work
T&M	Time and Materials
TOS	Tracking and Ordering System

## Appendix B: Delegation of Procurement Authority

MEMORANDUM FOR: Ordering Contracting Officer (OCO)

FROM: John Cavadias  
GWAC Contracting Officer - **Alliant**  
(858) 537-2261 (Office) (858) 530-3182 (Fax)  
[alliant@gsa.gov](mailto:alliant@gsa.gov)

Greg Byrd  
GWAC Contracting Officer - **Alliant Small Business**  
(816)-823-4356 (Office) (816) 823-1608 (Fax)  
[alliantsb@gsa.gov](mailto:alliantsb@gsa.gov)

SUBJECT: Delegation of Procurement Authority (DPA) for OCO to Compete, Award and Administer Task Orders (a/k/a "Orders")

### GWACs: **Alliant and Alliant Small Business**

The purpose of this DPA is to ensure that the roles and responsibilities between the GWAC CO and the OCO are clearly established, and to comply with the Office of Management and Budget's (OMB) Executive Agent designation to GSA authorizing it to compete, award and administer GWACs per the Clinger-Cohen Act of 1996. The Executive Agent designation stipulates certain training, oversight and reporting requirements for which GSA is responsible in order to ensure proper use of its GWACs while promoting public policy objectives.

The authority granted to you under this DPA is limited to the named GWACs and those Task Orders awarded by you or another OCO possessing a valid DPA in your current warranting organization. The DPA authority does not extend to the GWAC Basic Contract or Task Orders awarded by other OCOs outside your current warranting organization. You will act as the central point of contact under each Task Order and are responsible for coordinating with the awarded Contractor, the Client (the funding organization/receiver of goods or services) and GSA. This applies regardless of whether your contracting organization is acting as the Servicing Agency on behalf of a Client outside your agency or if you are the Requesting Agency for your own organization's requirement. You will perform all required pre and post award functions associated with the task order subject to the following terms and conditions of this DPA:

1. **Compliance** – You are expected to comply with the GWAC's terms and conditions, the GWAC's ordering guide, the Federal Acquisition Regulation (FAR) or authorized agency supplement or exception thereto, applicable agency-specific statutes and policies, and the additional responsibilities defined in this DPA.
2. **Duration** – This DPA is effective until the expiration of the respective GWAC contract or completion and closeout of the resultant Task Orders, whichever is later. You are also required to maintain a valid warrant authority. Notwithstanding the preceding, this DPA is as portable as your warrant. That is, if you change organizations and your warrant is still valid, the DPA is portable/you still maintain your DPA. However, if you change organizations and your warrant is no longer valid, this DPA is automatically revoked. In the event that you are re-warranted in a new federal organization (DoD or Civilian), a new DPA request will be expedited. The DPA cannot be redelegated.

3. **Revocation** – GSA may revoke this DPA at any time for failure to comply with treaty, law, regulation, ethical standards and applicable federal acquisition policies and procedures. GSA will be cognizant of the need to ensure Task Order continuity if such actions are initiated.
4. **Scope Compliance** – Ensure that Task Order work is within the GWAC's scope. The GWAC program team is available to assist with this determination at any time upon request. You may request a review of your requirements (e.g. Statement of Work/ Statement of Objectives) prior to Task Order solicitation/modification from the GWAC CO(s).
5. **Administrative Reporting** – Upon award, OCOs are responsible for entering Task Order information into the Federal Procurement Data System – Next Generation (FPDS-NG). In addition to FPDS-NG reporting, OCOs are required to provide a complete copy of the Task Order, e.g., the signature page, the work statement and the line items (equivalent to Sections A-J of the Uniform Contract Format, or equivalent if a commercial services Task Order), any subsequent modifications and the Task Order information form(s) included with this DPA to the respective GWAC's email address or fax number.

The OCO is responsible for complying with all FAR-based rules when competing, awarding and administering Task Orders. The following list of duties (not all inclusive) represent key areas of responsibility:

- **Fair Opportunity**- Ensure that all contractors are provided a fair opportunity to be considered in accordance with FAR 16.505(b)(1). Any exceptions to the fair opportunity process must be consistent with FAR 16.505(b)(2)(i). If an exception to the fair opportunity process is used, OCOs must ensure that justification, approval, and posting requirements are completed in accordance with FAR 16.505(b)(2)(ii).
- **Funding** – Verify that funding is available. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- **COR/COTR** – If a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR), is assigned to perform order monitoring functions, you must ensure that the extent of their authority and responsibilities is clearly defined and agreed upon in accordance with FAR 1.602-2(d). OCOs must ensure that any COR or COTR designated is properly equipped, trained and qualified to handle those responsibilities pursuant to your agency policy.
- **Inverted Domestic Corporation**- A foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), meaning that it's 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).
- **Task Order Protests, Disputes and Claims** –Receive and respond to Task Order protests, disputes and claims. The warranting agency is responsible for the OCO's decisions and actions as a warranted contracting officer.
- **Monitor, Evaluate and Report Contractor Task Order Performance** – Assure contractor performance and support compliance with both Task Order and contract terms and conditions. Take appropriate action to maintain the Government's rights. OCOs are required to conduct contractor performance evaluations IAW FAR 42.15, and applicable agency policies. Interim performance evaluations are required for each Task Order. OCOs should use their organization's designated contractor performance reporting application to record performance.
- **Cost or Price Analysis and Audits** –Perform and document cost analysis and/or price analysis (FAR 15.4) as appropriate in determining the overall Task Order price to be fair and reasonable, as well as respond to any related audits.
- **Prompt Payment** – Ensure prompt payment of contractor invoices and prompt rejection of nonconforming invoices.

- **Task Order Closeout** – Perform Task Order closeout IAW FAR 4.804-5 and provide the GWAC Contracting Officer with a Task Order closeout completion statement.
- **Requests for Information** – Respond to any requests for information pertaining to Task Orders awarded or administered by you including but - not limited to, Freedom of Information Act requests, and inquiries/audits by: Congress, Inspectors General, the Small Business Administration, the General Accountability Office and the GSA.

Thank you for your interest in GSA's GWAC Program. We are committed to delivering acquisition vehicles that provide our customers with convenient access to the best qualified contractors in the Information Technology services and services-based solutions marketplace. If you have any questions regarding this DPA, the respective GWAC, or our program in general, please feel free to contact the GWAC Program at any time.

For more information about the GWAC(s) addressed in this DPA, please visit our website at [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs). There you will find a link to the specific GWAC's website which contains a copy of the Basic Contract and other useful information, including various points of contact.

## BASIC AWARD - TASK ORDER INFORMATION FORM

Task Order Number:

Project Title:

Contract Number:

Predominant Contract Type: Choose an item.

Period of Performance: Click here to enter a date. to Click here to enter a date.

Award Date: Click here to enter a date.

Initial Obligated / Funded Amount:

Receiving/Funding Agency:

Receiving Bureau:

Place of Performance:

Street Address 1

Street Address 2

City / State/ Zip

Total Estimated Value (with options):

Issued using GSA Assisted Services: Choose an item.

Performance-based Contract: Choose an item.

Fair Opportunity Conducted: Choose an item.

Number of Bids/Quotes/Offers:

Fair Opportunity Exception (if app): Choose an item.

Scope Review Process Utilized: Choose an item.

Ordering Contracting Officer's Name:

Ordering Contracting Officer's Email Address:

- **Alliant Task Order Awards:** Please attach this form, along with a complete copy of the Task Order, to an email addressed to [alliant@gsa.gov](mailto:alliant@gsa.gov) or fax to 858-530-3182.
- **Alliant Small Business Task Order Awards:** Please attach this form, along with a complete copy of the Task Order, to an email addressed to [alliantsb@gsa.gov](mailto:alliantsb@gsa.gov) or fax to 816-823-1608.

## MODIFICATION AWARD - TASK ORDER INFORMATION FORM

Task Order Number:

Modification Number:

Modification Award Date:

[Click here to enter a date.](#)

Modification Type:

[Choose an item.](#)

Modification Description:

Period of Performance:  
date.

[Click here to enter a date.](#) to [Click here to enter a](#)

Modification Obligated/Funded Amount:

Total Obligated/Funded Amount:

Ordering Contracting Officer's Name:

Ordering Contracting Officer's Email Address:

- **Alliant Task Order Modifications:** Please attach this form, along with a copy of the modification, to an email addressed to [alliant@gsa.gov](mailto:alliant@gsa.gov) or fax to 858-530-3182.
- **Alliant Small Business Task Order Modifications:** Please attach this form, along with a copy of the modification, to an email addressed to [alliantsb@gsa.gov](mailto:alliantsb@gsa.gov) or fax to 816-823-1608.

## **Appendix C: Examples of IT Services and Solutions**

Alliant is for Information Technology (IT) services and IT services-based solutions. Ordering Contracting Officers may include ancillary services and equipment on orders as long as the ancillary support is integral and necessary for the IT services-based solution (C.3.4). Orders may be written in support of an individual IT service as described below or may encompass any and all components of an IT solution (i.e., infrastructure, applications, and management services) in support of an integrated IT services-based outcome. A non-exhaustive list of examples of the type of work to be performed under the Alliant contract is as follows:

### **Infrastructure and Related Services**

Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services and IT Management Service the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components. Infrastructure services facilitate the development and maintenance of critical IT infrastructures required to support Federal Government business operations. This section includes the technical frame work components that make up integrated IT solutions. One or any combination of these components may be used to deliver IT solutions intended to perform a wide array of functions which allow agencies to deliver services to their customers (or users), whether internal or external, in an efficient and effective manner. Infrastructure may include but is not limited to the following:

*Hardware, Software, Licensing, Technical Support, and Warranty Services from third party sources, as well as Computer Programming Services, Database Design/Generation , Cabling & Wiring, Computer Hardware Consulting Services, Computer Systems Integration Design Consulting, Hardware, LAN/WAN Design, Network Design & Installation, Network Systems Integration, Systems Integration, Computer Systems Facilities Services, Data Processing Facilities Services, Equipment Inventory & Maintenance, Operation, & Support, Facilities Planning Hardware/Software Maintenance, Data Warehousing, Storage Area Networks, Information Assurance and Security, Data Security Administration, Web Security, Information Center, Video Conferencing, Information Systems, Telecommunications Networks, operation and maintenance of Information Systems and Telecommunications, Information Systems Planning; Information Systems Engineering, requirements analysis; Systems Analysis and Design; Database design and development; Systems integration and installation, Internet system architecture, Design and Implementation, Life-Cycle Management Support; Migration/Conversion; Networking Cable Solutions, LAN/MAN/WAN Solutions and technological refreshment and enhancements for that hardware and software.*

### **Applications and Related Services**

Application Services provide support for all applications and collaborative service capabilities as follows but not limited to:

*Support for developing and implementing enterprise and departmental level applications. These applications may be “cross-cutting” in nature, with inter-related service processing components extending across/beyond the enterprise, or unique to a particular agency/department’s mission requirements including – but not limited to –Applications Software Programming, Computer Program or Software Development, Developer, Computer Software Support, Software Programming, Software Testing, Applications Programmer, Computer-Aided Design (CAD)*

*Services, Computer-Aided Engineering (CAE) Services, Computer-Aided Manufacturing (CAM) Services, Computer Software Consulting Services, Application Hosting, Application Service Providers , Data Entry Services, Data Processing, Document Imaging, Media Streaming, Scanning Services, Software Installation, Internet Broadcasting, Internet, Video Broadcasting, Web Broadcasting, Web Designer, Web Content, Web Software, Distance Learning, E-Commerce, Internet/Intranet/Web Development, Migration, Systems Applications (LAN/WAN), Videoconferencing, operations testing/evaluations, software development and maintenance; Web Solutions, Artificial Intelligence, Applications Programming, Test Plan Development and Implementation, Relational Database Design and Development, Cloud, Cloud Computing, Converged Messaging, Thin Client, Dot Net, ASP, PSP, CDO, ADO, Data Mining, Business Objects, SAP, Web II, Web III, Web 2, VoIP and Converged Solutions.*

## **IT Management Services**

IT Management Services provide support for operations and IT resource management requirements across the Federal Government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives as follows but not limited to:

*Legacy Interfaces/Data Migration, Software Analysis and Design, Computer Systems Integration Analysis and Design, Configuration Management, Enterprise Resource Planning (ERP), Systems Analysis, PC/LAN Management, Data Security , Computer Operations/Support, End User Support, Help Desk, Network Management, Electronic Data Processing, Web Hosting, Network Operations Computer Disaster Recovery, Contingency Planning, Disaster Preparedness/Recovery, Documentation, Independent Verification & Validation (IV&V), Virus Detection/Recovery, Telecommunications Engineer, Telecommunications Management, Database or Database Management, Information Technology Hardware & Software Purchase and Maintenance, IT & Systems Integration, Systems Support (Help Desk), IT Training, Program Management Support, Systems Engineering and Technical Assistance (SETA), Outsourcing and Data Center Management, System Design and Prototyping, Project Management, Operations Research, Engineering Services, Database Management and Logistics Services, Network Solutions, Web-based Solutions, System Design and Implementation, Systems Integration and Consulting Services, Modeling and Simulation, Information Security Services, Information Engineering/Business Process Re-engineering; Network Support and Administration and Systems Management and Administration.*

## Appendix D: Summary of Justification, Approval, and Posting Requirements

The following tables summarize requirements for posting, fair opportunity, exceptions to fair opportunity, justifications for not providing fair opportunity, and justification approvals when placing orders under multiple-award contracts.

POSTING		
Dollar Threshold	Requirement	FAR Citation(s)
Orders exceeding \$25,000 funded in whole or in part by the Recovery Act	Publish preaward notice “for informational purposes only” in Federal Business Opportunities (FedBizOpps)	5.704 (a)(20) 16.505(a)(11)(i)
Orders or modifications to orders exceeding \$500,000 funded in whole or in part by the Recovery Act	Publish postaward notice in FedBizOpps	5.705 (a)(10(iii)&(iv)) 16.505(a)(11)(ii)
Orders exceeding the simplified acquisition threshold not providing for fair opportunity to all awardees; <b>except</b> , if disclosure would compromise the national security or create other security risks	Publish postaward notice in FedBizOpps within 14 days after placing order*  And  Post Justification for Exception to Fair Opportunity on FedBizOpps and agency Web site (agency Web site may provide link to FedBizOpps notice).** Justification must remain posted for a minimum of 30 days.	5.301(a)(2)(ii) 16.505(b)(2)(ii)(D)(1)(i) 16.505(b)(2)(ii)(D)(4)  5.301(d)(3) 16.505(b)(2)(ii)(D)(1)(ii) & (D)(2)

\* Orders based on urgent and compelling circumstances may be published within 30 days of award.

\*\* Contracting officers must carefully screen and remove contractor proprietary data before posting.

FAIR OPPORTUNITY PROCESS		
Dollar Threshold	Requirement	FAR Citation(s)
Orders not exceeding micropurchase threshold	No fair opportunity required. Place order with any awardee that can meet the agency’s need. Attempt to distribute orders among awardees.	16.505(b)(1)(i)
Orders exceeding the micropurchase threshold but not exceeding the simplified acquisition threshold	Provide each awardee offering the required supplies or services with a fair opportunity to be considered. The contracting officer need not contact each of the awardees before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for	16.505(b)(1)(i) & (ii)

	<p>each order.</p> <p>Document the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.</p>	16.505(b)(5)
Orders exceeding the simplified acquisition threshold but not exceeding \$5 million	<p>Provide each awardee offering the required supplies or services with a fair notice of intent to make a purchase. The notice must include a description of the supplies or services and the basis for selection. Afford all awardees responding to the notice a fair opportunity to submit an offer.</p> <p>Document the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.</p>	16.505(b)(1)(iii)  16.505(b)(5)
Orders exceeding \$5 million	<p>Provide each awardee offering the required supplies or services with a fair notice of intent to make a purchase. The notice must include: a clear statement of the agency's requirements; a reasonable response period; the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance; and, an opportunity for a postaward debriefing.</p> <p>When award is made on a best value basis, prepare a written statement documenting the basis for award and the relative importance of quality and price or cost factors.</p> <p>Notify unsuccessful awardees within 3 days after the date of award.</p> <p>Provide debriefings to unsuccessful awardees. Debriefings must be requested in writing within 3 days after receipt of notification of award. Debriefings should occur within 5 days after receipt of the written request. Summarize debriefings and include in the task or delivery order file.</p>	16.505(b)(1)(iv)  16.505(b)(1)(iv)(D)  16.505(b)(4)(i) 15.503(b)(1)  16.505(b)(4)(ii) & (iii); 15.506

**STATUTORY EXCEPTIONS TO FAIR OPPORTUNITY PROCESS**

Exception		FAR Citation
The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays		16.505(b)(2)(i)(A)
Only one awardee is capable of providing the required supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized <sup>1</sup>		16.505(b)(2)(i)(B)
The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order		16.505(b)(2)(i)(C)
It is necessary to place an order to satisfy a minimum guarantee		16.505(b)(2)(i)(D)
For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source IAW section 1331 of Public Law 111-240 ( <u>15</u>		16.505(b)(2)(i)(E)
IAW section 1331 of Public Law 111-240 ( <u>15 U.S.C. 644(r)</u> ),		16.505(b)(2)(i)(F)

<sup>1</sup> 16.505 Ordering. (a)(4)(i),(ii),(iii)(A-D)- Requirements for use of items peculiar to one manufacturer shall be justified and approved using the format(s) and requirements from paragraphs (b)(2)(i)(A), (B), and (C) of this section, modified to show the brand-name justification.

contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). <sup>1</sup>		
<sup>1</sup> currently not applicable to Alliant because there are no known small business primes		

**JUSTIFICATION FOR AN EXCEPTION TO FAIR OPPORTUNITY**

<b>Dollar Threshold</b>	<b>Requirement</b>	<b>FAR Citation(s)</b>
Orders exceeding the micropurchase threshold but not exceeding the simplified acquisition threshold	Document the basis for using an exception to the fair opportunity process. If the logical follow-on exception is used, describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value).	16.505(b)(2)(ii)(A)
Orders exceeding the simplified acquisition threshold	Prepare a detailed justification to include: <ul style="list-style-type: none"> <li>• Identification of the agency and the contracting activity, and specific identification of the document as a “Justification for an Exception to Fair Opportunity”</li> <li>• Nature and/or description of the action being approved</li> <li>• A description of the supplies or services required to meet the agency’s needs (including the estimated value)</li> <li>• Identification of the exception to fair opportunity and the supporting rationale, including a demonstration that the proposed contractor’s unique qualifications or the nature of the</li> </ul>	16.505(b)(2)(ii)(B)

	<p>acquisition requires use of the exception cited. If the logical follow-on exception is used, describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value)</p> <ul style="list-style-type: none"> <li>• A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable Any other facts supporting the justification</li> <li>• A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the exception to fair opportunity before any subsequent acquisition for the supplies or services is made</li> <li>• The contracting officer's certification that the justification is accurate and complete to the best of his/her knowledge and belief</li> <li>• Evidence that any supporting data that is the responsibility of technical or requirements personnel (e.g., verifying the Government's minimum needs or requirements or other rationale for an exception to fair opportunity) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel</li> <li>• A written determination</li> </ul>	
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	by the approving official that one of the statutory exceptions applies to the order	
<b>JUSTIFICATION APPROVALS</b>		
<b>Dollar Threshold</b>	<b>Approving Official</b>	<b>FAR Citation(s)</b>
Over the micropurchase threshold but not exceeding the simplified acquisition threshold	Contracting officer (unless higher approval required by agency procedures)	16.505(b)(2)(ii)(C)(1)
Over the simplified acquisition threshold but not exceeding \$650,000	Contracting officer (unless higher approval required by agency procedures)	16.505(b)(2)(ii)(C)(1)
Over \$650,000 but not exceeding \$12.5 million	Ordering activity competition advocate or authority cited below	16.505(b)(2)(ii)(C)(2)
Over \$12.5 million but not exceeding \$62.5 million (\$85.5 million for DoD, NASA, and Coast Guard)	Head of ordering procuring activity (or for Armed Forces, a general or flag officer; or for civilians, a GS-15 or above), or authority cited below	16.505(b)(2)(ii)(C)(3)
Over \$62.5 (or \$85.5) million	Senior procurement executive (not delegable, except by the Under Secretary of Defense for Acquisition, Technology, and Logistics)	16.505(b)(2)(ii)(C)(4)

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## **Appendix E: Two Examples of a Multiphased Approach**

FAR 16.505 (b) offers OCOs the choice to design a multiphased approach in order to streamline the selection process and reduce the administrative cost and effort for both Government and Industry. Below are two examples of a multiphased approach.

### **OPT IN/OPT OUT Approach**

#### **Phase One**

1. Develop a preliminary RFQ or RFP that includes salient characteristics of the specific requirement (e.g., work synopsis, security clearance needs, specialized information, certifications required, deliverables, response requirements, etc.) and discloses the general basis on which selections will be made:
  - Instruct contractors to inform the OCO of their affirmative interest in the competition by the date shown in the preliminary RFQ or RFP, or they will not be included in Phase Two (stating that a non-response in the affirmative will constitute an opt-out)
  - Establish a response deadline that makes sense for Phase One (a few will typically suffice – Alliant industry partners have an affirmative duty to vigorously monitor Alliant fair opportunity channels)
  - Transmit the preliminary RFQ/RFP to the entire Alliant pool to determine their interest in the competition, permitting them to opt-in or opt-out of Phase Two. We recommend using any electronic system that affords fair opportunity to the pool (directly to AlliantAwardees@gsa.gov, or GSA's e-Buy, or GSA IT Solutions Shop utilizing the Alliant pick list to all).
2. Maintain a record of the preliminary RFQ/RFP transmittal and responses in the Order file to document use of fair opportunity procedures.
3. The OCO should include all Alliant contractors that have indicated interest (opted in) for further consideration in Phase Two.

#### **Phase Two**

Please ensure that all Alliant prime contractors who opted-in during Phase One receive a copy of the full RFQ/RFP in Phase Two. Historically, this process reduces the number of proposals by targeting those industry partners who have researched their current capabilities and availability, and provide useful acquisition planning/logistical/milestone information.

### **White Paper Approach**

#### **Phase One**

1. The customer must provide the contractor pool with information that details their multiphased approach process. Evaluation criteria and a SOO/SOW/PWS should also be included. The contractor will be requested to provide a “white paper” response which may include cost or price (e.g., not to exceed/rough order of magnitude) data as well as non-price information. Non-price evaluation criteria should reflect the key factors that will discriminate among the contractor pool (e.g., degree of understanding of the problem/s, realism of the proposed technical approach, innovativeness of

conceptual approach, risk factors, and past performance). Contractors may also be requested to give an oral presentation.

2. After evaluating the Phase One white paper submissions IAW the established evaluation criteria, the Government will document its determination as to which contractors have a reasonable chance for award.
3. The Government will notify each Phase One participant of the viability of its approach and whether they have a reasonable chance of award. Contractors who have a reasonable chance for award are encouraged to participate in the next phase (e.g., submitting a written proposal) and contractors who do not have a reasonable chance of award are encouraged to save their resources and not submit a written proposal. However, any offeror who participates in Phase One may choose to participate in Phase Two.

## **Phase Two**

Phase Two participants will receive the final solicitation and submit full technical and cost proposals and/or participate in Orals if applicable. The Government will evaluate the proposals and make award IAW the established evaluation criteria.

**Note:** You have the authority and flexibility to structure your multiphased approach as you deem appropriate IAW with the FAR 16.505 (b) (1) (IV) (A) (5). The approaches in this Ordering Guide are **examples only and are not meant to be all inclusive**.

## Appendix F: Additional Guidance for Time and Materials and Labor-Hour

FAR 16.601(e) T&M Contracts requires OCOs to use one of three provisions in solicitations contemplating the use of T&M or LH type contracts. To determine which provision is appropriate for a given task order, OCO should answer the following questions:

### 1. If My Requirement Meets the FAR Definition for a Commercial Item which Provision do I Use?

For commercial items acquisitions use FAR 52.216-31 T&M/LH Proposal Requirements—Commercial Item Acquisition. As the title of the provision implies, FAR 52.216-31 is used for commercial item acquisitions. In this scenario, an offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by the offeror, subcontractors, and or divisions, subsidiaries, or affiliates of the offeror under a common control.

### 2. If My Requirement doesn't Meet the FAR Definition for a Commercial Item and Adequate Price Competition is Expected which Provision do I Use?

If adequate price competition is expected, use FAR 52.216-29 T&M/LH Proposal Requirements—Non Commercial Item Acquisition with Adequate Price Competition. As the title of the provision implies, FAR 52.216-29 is used for noncommercial item acquisitions when the OCO anticipates adequate price competition. FAR 15.403-1(c) provides the accepted standards for what constitutes adequate price competition.

In this scenario and pursuant to FAR 52.216-29(c), the offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit using:

- (i) Separate rates for each category of labor to be performed by each subcontractor, the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;
- (ii) Blended rates for each category of labor to be performed by the offeror including labor transferred between divisions, subsidiaries, affiliates of the offeror under a common control, and all subcontractors; or
- (iii) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under common control, and subcontractors.

**NOTE:** If authorized by ordering agency procedures, FAR 16.601(e) permits contracting officers to amend the provision to make mandatory one of the three approaches described above.

**NOTE:** For DOD, pursuant to DFARS 252.216-7002, Alternate A, the offeror is required to provide separate loaded hourly labor rates for prime contractor labor, each subcontractor, and/or each division, subsidiary, or affiliate. The offeror must specify whether each loaded hourly labor rate applies to the prime contractor, each subcontractor, and/or each division, subsidiary or affiliate.

**3. If My Requirement doesn't Meet the FAR Definition for a Commercial Item and I don't Expect Adequate Price Competition which Provision do I Use?**

Use FAR 52.216-30 T&M/LH Proposal Requirements—Non Commercial Item Acquisition without Adequate Price Competition. As a reminder, FAR 15.403-1(c) provides the accepted standards for what constitutes adequate price competition. In this scenario, the offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by the offeror, each subcontractor, and each division, subsidiary, or affiliate of the offeror under a common control.