

# Small Business Governmentwide Acquisition Contracts Ordering Guide

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*NOTE: Ordering guidance is being reviewed based on the Revolutionary FAR Overhaul and is subject to change*





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## Ordering Guide Overview

This ordering guide is intended to help ordering agencies, particularly contracting officers, effectively use the Small Business GWACs to deliver best value. It is divided into three Parts:

- Part I – General Information, applicable to all the current GSA Small Business GWACs,
- Part II – GWAC Specific Information,
- Part III – Appendices

This Ordering Guide is not a stand-alone reference - it is recommended that the reader also become familiar with the GWAC Contracts. This Ordering Guide may be revised from time to time. Updates to this publication, when they occur, will be available online at <http://www.gsa.gov/gwac>.

Additional information available to assist ordering agencies in using the GWACs is available online at <http://www.gsa.gov/gwac>; this site includes links to the individual GWAC websites where a copy of each basic contract, an industry partner listing and other useful information can be found. Questions concerning this guide should be directed to a GWAC Procuring Contracting Officer (PCO) identified in Part III - Appendix II.

This Ordering Guide refers to Orders and Task Orders interchangeably, both of which are defined by the definition of task order in FAR 2.101, where task order means “an order for services placed against an established contract or with Government sources.” Delivery orders as defined in FAR 2.101 are not within the scope of GSA Small Business GWACs.



# Part I – General Information

## Introduction

The General Services Administration (GSA), Federal Acquisition Service (FAS), Office of Information Technology Category (ITC), Small Business Governmentwide Acquisition Contracts (GWAC) team (see Appendix II) awarded and supports a diversified portfolio of pre-competed, multiple-award GWACs awarded to small business firms encouraging their success and movement into unrestricted acquisition environments. These industry partners specialize in providing innovative, information technology (IT) services and IT services-based solutions to federal agencies worldwide. The GWACs managed by the team are 8(a) STARS II, 8(a) STARS III, Alliant Small Business, VETS 2 and Polaris.

Our goal is to streamline procuring IT Services for our federal customers through:

- Access to high-quality industry partners
- Pre-competed, multiple award contracts
- Shortened procurement lead time
- Limited protest-ability
- Socioeconomic credit through FPDS-NG reporting
- Customer-focused staff with expertise in small business technology contracts
- Scope compatibility reviews of prospective orders and modifications
- Market research and capabilities support
- Identical labor categories for all industry partners on each contract

## Scope

A GWAC is defined as a task-order or delivery-order contract for information technology (IT) established by one agency for governmentwide use that is operated by an executive agent designated by the Office of Management and Budget (OMB) pursuant to 40 U.S.C. 11302(e). GWACs were established pursuant Section 5112(e) of the Clinger-Cohen Act and are not subject to the Economy Act.

In a June 6, 2008 memo, the OMB emphasized the numerous benefits interagency acquisitions have, including: economies of scale, contract efficiencies, and leveraging resources. Small business GWACs are in concert with OMB's stated policy on interagency contracting. Ordering under an OMB approved GWAC is presumed to be in the Government's best interest.

The scopes of work on GWACs are intentionally broad to encompass all IT related services. Each GWAC contract includes language that will allow the scope to adapt to changes in the marketplace.

## Ordering from the Small Business GWACs

### Access to the Small Business GWACs

Orders are awarded by warranted contracting officers who have received a written, GSA-issued Delegation of Procurement Authority (DPA), making them Ordering Contracting Officers (OCOs). OCOs can work for their own agency or on behalf of another, as described below:

1. **Direct Acquisitions.** Under this scenario, the customer agency is responsible for its own order acquisition and program management activities.



2. **Assisted Acquisitions.** In this scenario, the customer agency elects to have an assisted acquisition organization provide order acquisition and/or program management services. The scope and terms of the assisted acquisition support are coordinated between the customer agency and the assisted acquisition organization agency.

**NOTE: Agency contracting officers should follow agency policy regarding any additional justification required, such as why the contract vehicle is best suited for the acquisition and the cost effectiveness of the acquisition.**

## Eligible Ordering Activities

GSA Order OGP 4800.2I order provides definitions and listings of agencies and other activities authorized to use GSA sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.

Organizations authorized in GSA Order OGP 4800.2I, may use the GWACs covered by this ordering guide.

GSA Order OGP 4800.2I can be found at: [https://www.gsa.gov/directives-library/by-number?num\\_series=4000](https://www.gsa.gov/directives-library/by-number?num_series=4000)

## Delegation of Procurement Authority (DPA)

Federal contracting officers who wish to issue or administer orders on a GSA Small Business GWAC must receive applicable overview training and DPA, making them Ordering Contracting Officers (OCOs.) The training provides an overview of key GWAC features, while the DPA establishes OCO & GWAC PCO responsibilities. The DPA delineates between those OCO responsibilities derived from the OCO's warrant and those originating in the DPA itself.

It is a best practice for a DPA to be in place before a GWAC opportunity is competed. A DPA is required prior to issuing and administering orders. While a DPA can only be granted to warranted federal contracting officers, all individuals on the acquisition team are encouraged to participate in DPA training.

Failure to follow the DPA requirement is a violation of the GWAC Terms & Conditions, which unnecessarily increases procurement risk. No work should be performed; no debt or obligation accrued, and no payment made except as authorized by a bona-fide written order signed by an OCO having a written GSA-issued GWAC DPA.

## Overview Training

There are various ways to receive the DPA training:

1. **Defense Acquisition University (DAU) Online Courses**

*\*Note: No DAU courses are currently offered; please check back periodically for updated information.*

2. **GSA Monthly DPA Training**



GSA conducts DPA training on a regular basis and a list of those sessions is available here (<https://www.gsa.gov/events>). If an agency has an urgent training requirement, they may submit a request to the specific GWAC program office they wish to receive training from.

### 3. Webinar, Teleconference, Video Teleconference

To start the process of scheduling teleconference training, each contracting officer wanting delegation must submit the following information to the [sbgwac@gsa.gov](mailto:sbgwac@gsa.gov):

1. Agency name, bureau/command name (if any), individual(s) full name, street address, e-mail address, phone number and fax number, and
2. Names of other individuals who may be participating in the contract overview training but not seeking delegation.

After receipt of this information, a GSA associate will contact the requestor(s) to schedule the overview training. This training will take approximately one hour and may offer CLP credit.

### 4. On-site for Large Groups of Contracting Officers and IT Program Officials

Please contact the Small Business GWAC Division for details at [sbgwac@gsa.gov](mailto:sbgwac@gsa.gov).

### 5. Review of Small Business GWAC Ordering Guide

A thorough review and understanding of the Small Business GWAC ordering guide will also satisfy the training requirement. A current version of the Small Business ordering guide can be found at [www.gsa.gov/gwac](http://www.gsa.gov/gwac). Since the ordering guide is subject to change, please check back periodically for updates.

## Requesting a DPA

Once the overview training has been completed, the final step is to request a DPA. To initiate the request, please visit the Delegation of Procurement Authority section of the website found at [gsa.gov/gwacs](http://gsa.gov/gwacs), complete and submit the DPA Request Form. A GSA representative will typically respond within 24 hours. OCO's must re-submit a DPA request when changing their name, agency or email address since DPA's are maintained for each GWAC separately.

## DPA Portability

Should an OCO change US federal agencies the DPA does not transfer. In that circumstance the OCO should e-mail [delegations@gsa.gov](mailto:delegations@gsa.gov) to request a new DPA be issued reflecting the OCO's new organization. Retaking the overview training is not required.

If an OCO leaves federal employment or a task order is reassigned, the OCO should e-mail [delegations@gsa.gov](mailto:delegations@gsa.gov) to inform GSA. In that notice it would be helpful, when known, to identify the successor OCO.

DPA training and DPAs are GWAC specific. OCOs must hold a DPA for the GWAC they intend to use for task order awards. Holding a DPA for contract vehicles such as Enterprise Infrastructure Solutions (EIS) or Human Capital and Training Solutions (HCaTS) does not authorize an OCO to make awards against a GWAC. If you expect to make awards against multiple GWACs we recommend you take the All GWAC training and request an All GWAC DPA.



Upon award of a GWAC task order or modification for STARS III or VETS 2, OCO's are required to submit a DPA award/modification form with supporting documentation (i.e. SF 1449, SF 30, etc.) to the GWAC group email ([S3@GSA.gov](mailto:S3@GSA.gov) or [vets2@gsa.gov](mailto:vets2@gsa.gov)). Example DPA award/modification forms are in Appendix VIII and at [gsa.gov/gwacs](https://gsa.gov/gwacs)

## Order Types

Authorized order types<sup>1</sup> available under the Small Business GWACs are:

1. Fixed-Price Family (FAR 16.2)
2. Time & Materials (FAR 16.6)
3. Labor Hour (FAR 16.6)
4. Cost-Reimbursement (FAR 16.3) **Not available on 8(a) STARS III**
5. Hybrid blends of the above types
6. Incentives tied to the above order types (FAR 16.4)
7. Blanket Purchase Agreements (BPAs)

## Time & Materials and Labor Hour

If not using Fixed-Price Order Type, FAR 16.601(d)(1) requires contracting officers to document the rationale which applies to other Order Types. The determination and findings required by FAR 16.601(d)(1)(ii) requires a higher level of review - please check agency guidance for the required level of review and approval.

## Hybrid Blends

Some orders may have work containing a combination of contract types (e.g., Fixed-Price, Time & Materials and Labor Hour). The OCO is responsible for identifying the applicable order type(s) and making the order terms clear within the RFQ/RFP and resulting order.

## Incentive

The OCO must evaluate and determine the appropriateness of all incentive terms, develop a surveillance plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term results in accordance with FAR 15.4 and FAR 16.4.

## Cost-Reimbursement

***NOTE: The Cost-Reimbursement section applies to VETS 2 and Polaris. Cost-reimbursement task orders are not allowed on 8(a) STARS III.***

Cost reimbursement (CR) contracting is a highly specialized area necessitating the OCO and the ordering agency to address the gamut of responsibilities associated therewith.

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<sup>1</sup> See FAR 16.104 for factors in selecting contract types



Because CR contracts provide industry partners with no direct incentive to control costs, implementation should be carefully planned and managed. OCOs should consider the risks assumed by the government as a result of using CR contracts and document both 1) those risks and 2) how they will be mitigated and managed.

OCO should determine the adequacy of the government resources to properly plan for and administer a CR procurement and identify action plans to minimize the use of other than firm fixed-price contracts on future acquisitions for the same requirement [See, for instance, FAR 16.103(d)(1) and FAR 16.301-3(a)(4)]

A cost reimbursement contract may be used only when

1. FAR 16.104 and FAR 16.301-3 have been addressed, and
2. A written acquisition plan has been approved at the applicable level, in which FAR 16.103(d)(1) should be addressed.

### **Contractor Cost Accounting Systems**

OCO should not assume all industry partners currently possess an adequate cost accounting system. OCOs can explore which industry partners have adequate cost accounting systems through market research before a task order request is issued.

OCO must verify the adequacy of an industry partner's cost accounting system prior to awarding any cost reimbursement task order.

Reference the specific contract sections below for additional information on Industry Partner Cost Accounting Systems.

### **Cost Evaluation**

The OCO must determine cost allowability, allocability, realism, and must analyze and negotiate fee for all CR orders. Refer to FAR 15.305(a)(1), FAR 15.404-1 and FAR 16.3.

### **Forward Pricing Rate Agreements (FPRA)**

FPRA and provisional billing rates (PBR) are not maintained by the GWAC contracting officer. Requests for existing FPRA and/or PBR may be made by the OCO of the industry partners. It is typical for OCOs to require industry partners to build their cost proposals using their latest FPRA or PBR, whichever is most current, and to provide evidence from a cognizant auditing agency/activity.

OCO may work with cognizant auditing agencies/activities for new FPRA and/or PBR.

### **Incurred Cost Audits**

As mentioned above, OCOs and ordering agencies are responsible for the gamut of cost reimbursement contracting responsibilities, including incurred cost audits and for reconciling those results with applicable PBR or FPRA.



## Order Process

The OCO is responsible for acquisition planning and conducting due diligence. The process to award a task order can be configured to agency needs, provided it is consistent with the terms and conditions of the GWAC, customer agency policy, and the ordering procedures at FAR 16.505.

It is recommended that OCOs keep submission requirements to the necessary minimum to promote competition. Once a DPA is granted, the OCO follows their internal process for planning, funding the requirement, gaining any necessary approvals and documenting the Order.

The Order process may be represented in seven steps:

### Step 1: Plan the Acquisition

Per FAR 16.505 (a)(8), orders issued under a task order or delivery order contract awarded by another agency (i.e., a GWAC or multi-agency contract) **are not exempt from the development of acquisition plans in accordance with FAR 7 and FAR 39.** When developing the acquisition plan, the competition requirements in FAR 6 and the policies in FAR 15.3 do not automatically apply to the ordering process. FAR 16.505 instructs regarding task order source selection.

The total estimated life cycle value of a procurement including options should be considered in developing an acquisition strategy. Tasks shall not be split to avoid threshold limitations. The basic task and any modifications must stay within the GWAC's and the Order's scope.

In accordance with FAR 19.102(b), the contracting officer shall select the NAICS (North American Industry Classification System) code which best describes the principal purpose of the product or service being acquired. A procurement is usually classified according to the component which accounts for the greatest percentage of contract value.

The Product Service Code (PSC) Selection Tool should be used to select the most appropriate PSC; <https://psctool.us/> This tool allows users to search for the right PSC for their requirement by keyword search, code search, or using the Federal Government's category management (CM) spend categories.

### Step 2: Define Requirement and Develop Task Order Request

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 task order request, particularly the evaluation criteria and proposal instructions. Clearly defined requirements facilitate a more accurate Government estimate and more accurate budgeting. In addition, clearly defined requirements help industry to better understand agency requirements and needs – thereby facilitating more accurate costs or pricing and higher quality proposals. Potential post award benefits include minimizing the need for change orders and modifications, better assessment criteria for measuring industry partner performance, and reducing claims and disputes.

## Performance Based Service Acquisition

Performance-Based Service Acquisition (PBSA) is an acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed.

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



- (1) A performance work statement (PWS);
- (2) Measurable performance standards and the method of assessing contractor performance against performance standards; and
- (3) Performance incentives where appropriate.

## Develop the Task Order Request

A task order request may be in the form of a RFP or RFQ and the OCO should be familiar with the process differences associated with each. A task order request must include a work statement, evaluation factors suitable for the instant requirement, contract type, price or cost instructions, period and place of performance, closing date/deadline, applicable instructions and other information (e.g., agency specific clauses, cyber-security requirements, etc.) applicable to the work effort.

Price or cost must be an evaluation factor for all task orders.

Evaluation factors other than price or cost should be limited to meaningful discriminators. In order to reduce administrative costs and time for both the industry partner and government, it is a best practice to provide clear instructions for proposal preparation and to keep submission requirements to the necessary minimum. This facilitates increased competition and reduced procurement lead times, enabling industry partners to provide more innovative solutions at better prices. As previously mentioned in the acquisition planning topic, above, the competition requirements in FAR 6 and the policies in FAR 15.3 do not automatically apply to the ordering process. FAR 16.505 instructs about task order source selection.

## Provision and Clause Configuration

Provisions and clauses supplementing the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added in task order requests so long as they are not inconsistent with the basic contract's terms. Refer to FAR 52.101(b)(2)(i)(A-C). The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order requests.

## Step 3: Optional Scope Compatibility Reviews for Prospective Orders

GSA offers ordering agencies (typically ordering contracting officers) an opportunity to utilize the no-cost scope compatibility review service for the Small Business GWACs. This quality assurance measure has been made available for those federal agencies that would like assistance in determining overall scope fit of a prospective requirement, or modification to an existing order, on a Small Business GWAC.

Ordering agencies may request scope compatibility reviews at any time during the acquisition process and are encouraged to do so prior to competing order opportunities or entering into directed order negotiations. To get started, review "Request an Optional Scope Review" on the GWAC website at [gsa.gov/gwacs](https://gsa.gov/gwacs) and follow the instructions. To be effective, the required documentation must be submitted when requesting the review.

## Step 4: Issue Task Order Request

### Competitive Task Orders – Provide Fair Opportunity to be Considered

The Small Business GWACs were awarded using competitive procedures resulting in multiple awards. Unless an exception applies, all orders with an estimated value expected to exceed the micro-purchase threshold are to result from a fair opportunity to be considered per FAR 16.505(b)(1).



In accordance with FAR 16.505(b)(1)(iv), for task or delivery Orders in excess of **\$7,500,000**, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless all industry partners are provided the following:

- 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 price or cost, which the agency expects to consider in evaluating such proposals, and their relative importance,
- 4) In the case of an award that is to be made on a best-value basis, a written statement documenting the basis for the award and the relative importance of quality and price or cost factors, and
- 5) An opportunity for a post-award debriefing if timely requested.

The government may disseminate RFI/RFQ/RFPs via GSA's e-Buy at [ebuy.gsa.gov/ebuy](http://ebuy.gsa.gov/ebuy), email, fax, commercial mail carrier or other electronic means as prescribed by the OCO's agency. Synopsis in the government point of entry ([GPE](#)) is not generally required or recommended under indefinite-delivery contracts, but may be required for specialized appropriations. OCOs should use a method of disseminating task order requests that establishes receipt, and not just transmission. GSA's e-Buy is one such system.

The following pertain to all task orders:

1. Evaluation criteria will be established in the RFQ/RFP (price or cost will always be a criterion), pursuant to FAR 16.505 with the aim of achieving best value. FAR Part 15 evaluations are not required; however, if a FAR Part 15 task order request process is not intended, it is a best practice to state that in your RFQ/RFP. FAR 16.505(b)(1)(ii) provides great latitude in designing a streamlined evaluation methodology (e.g., multi-phased approach), and we encourage utilizing that latitude in ways which are reasonable for your requirements,
2. Past experience may be evaluated at the prime or the subcontractor level depending on Ordering agency needs,
3. Past performance was a criterion for basic contract award. OCOs may again use past performance as an evaluation criterion for task orders,
4. Either tradeoff or lowest price technically acceptable<sup>2</sup> processes are valid best value methods authorized for task order source selection,
5. Oral presentations may be implemented, and
6. The OCO may evaluate quotations and proposals without discussions and should make that a clear expectation in the task order RFQ/RFP. If the OCO intends to award using a methodology that includes discussions, that should be clearly identified in the task order RFQ/RFP.

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<sup>2</sup> Consider Sec 880 of FY2019 National Defense Authorization Act, Pub.L.115-232



## Exceptions to Fair Opportunity

Some acquisitions, though infrequent, may require an OCO to utilize a fair opportunity exception. Any exception 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<sup>3</sup> are completed in accordance with FAR 16.505(b)(2)(ii). These are the only exceptions:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. 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,
3. 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 for the original Order,
4. It is necessary to place an Order to satisfy a minimum guarantee (reserved for the GWAC PCO),
5. For Orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source,
6. In accordance with section 1331 of Public Law 111-240 ([15 U.S.C. 644\(r\)](#)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR [19.000\(a\)\(3\)](#). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in FAR 19 apply. Pursuant to SBA's final rule [13 CFR 125.2\(e\)\(6\)\(i\)](#) (effective November 16, 2020), additional set-asides on a set-aside contract are not allowed<sup>4</sup>.
7. For DoD, NASA, and the Coast Guard, the order satisfies one of the exceptions permitting the use of other than full and open competition listed in 6.302 (10 U.S.C. 2304 c(b)(5)). The public interest exception shall not be used unless Congress is notified in accordance with 10 U.S.C. 2304(c)(7)

## Streamlined/Multi-Phased Task Order Competitions

A multi-phased approach is a streamlined evaluation process that may be used to save time and resources for the industry partner and the government. There are several benefits to a streamlined multi-phased approach, such as reducing the time and resources expended in the competition, lowering proposal preparation costs, and improving the exchange of information between the government and the offerors. Regardless of the approach chosen, all industry partners must be afforded a fair opportunity to be considered, requiring a full understanding of FAR 16.505.

Various multi-phased approaches are feasible. A best practice is outlined below and consists of two phases:

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<sup>3</sup> See Appendix VI in Part III of this ordering guide

<sup>4</sup> VETS 2, Polaris SDVOSB Pool, Polaris HUBZone Pool and 8(a) STARS III are already set-aside for socio-economic groups. An OCO cannot further set-aside a task order for another socio-economic group when using this exception. When using the sixth exception to fair opportunity for VETS 2 or 8(a) STARS III, follow the procedures in FAR subpart 19.14 and 19.8, respectively.



### ***Phase One***

1. Develop a preliminary RFQ or RFP that includes salient characteristics of the specific requirement (e.g., work synopsis, cyber security needs, security clearance needs, specialized information, certifications required, deliverables, response requirements, etc.) and discloses the general basis on which selections will be made. Orders exceeding \$6,000,000 must disclose the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance

a. Establish a response deadline that makes sense for phase one, understanding that the bid/proposal effort for phase one is typically minimal for the industry partners. A few days will typically suffice, and

b. Transmit the preliminary RFQ/RFP to the industry partners to determine their interest in the competition, permitting them to opt-in or opt-out of phase two. GSA's e-Buy is recommended, which will allow the OCO to include only the chosen GWAC's industry partners and provides proof that that it was posted. Industry partners are responsible for monitoring e-Buy and keeping their information current.

c. Maintain a record of the preliminary RFQ or RFP transmittal, evidence of receipt and responses in the order file to document use of fair opportunity procedures. Using E-Buy provides a high degree of assurance that fair opportunity to be considered has been provided.

2. Instruct industry partner 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. Include a statement that a non-response in the affirmative will constitute an opt-out,

3. The OCO must include all the industry partners that have indicated interest in further consideration/opted-in for phase two, but not those which did not respond in the affirmative under phase one.

### ***Phase Two***

Please ensure that all industry partners which opted-in during Phase One receive a copy of the RFQ or RFP in Phase Two. Historically, this process reduces the number of proposals by targeting in Phase Two only those industry partners that have researched their current capabilities and availability. It also provides useful acquisition planning/logistical/milestone information. GSA's eBuy is not recommended for Phase Two as it does not allow restriction to a sub-set of the industry partners.

## **Step 5: Evaluate Proposals**

OCOs should evaluate proposals based on criteria stated in the task order request and follow FAR 16.505.

### **Price Evaluation**

The OCO is responsible for completing and documenting price reasonableness consistent with FAR 15.4.



The Contract Access Fee (CAF) is 0.75% to be applied to the total price for industry partner performance as billed to the government on each task order. Industry partners are accountable to remit required CAF to GSA. Ordering contracting officers shall include and industry partners shall identify CAF as a separate contract line item (CLIN) within their proposals.

### ***Fixed Price***

The OCO must determine fair and reasonable pricing for all Fixed-Price orders in accordance with FAR 15.4 and FAR 16.2. OCOs may find the competitive T&M and LH prices in the applicable GWAC to be useful in developing government estimates.

### ***Time & Materials and Labor Hour***

The competitive, fully burdened, ceiling rates on the individual basic contracts are very useful pricing references for OCOs to incorporate into their price analysis for T&M and/or LH orders. This ceiling pricing is available on the individual GWAC websites.

The OCO is responsible for considering the place of performance, level of effort, and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price for the task order is appropriate given the requirements and task order type.

Since negotiation and/or competition for orders may result in lower pricing, ceiling rates are not to be accepted by OCOs automatically as verbatim order prices. The OCO should review order prices in accordance with FAR 15.4, FAR 16.601 and FAR 16.602.

When specialized labor category requirements not included in the baseline requirements of the established GWAC pricing apply that increase the cost of performance, e.g. specialized security clearances, OCOs may allow industry partners to exceed established pricing. If this is planned by the OCO it can be accounted for in the task order request instructions by requiring industry partners to explain and justify in their task order quotes or proposals any rates that exceed those in the basic contract. To that end, OCOs may require other than cost or pricing data in support of each rate that exceeds a basic contract rate to include, for example, a rate cost element breakdown in accordance with the industry partner's accounting system, as well as any other supporting information the OCO deems necessary.

There are various payments clauses applicable to T&M or LH service procurements. The OCO should ensure that the applicable payments clause(s) is clearly cited and configured in each order RFQ/RFP and resulting task order. The FAR prescription for use and customer agency guidance on choice of germane payments clause and its configuration provides sufficient detail for the OCO to complete this responsibility. Please refer to Appendix IV for additional guidance regarding the implementation of FAR 52.232-7, Payments under T&M and LH Contracts.

### ***Incentives***

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 in accordance with FAR 15.4 and FAR 16.4. OCOs considering incentives are reminded of their obligations under FAR 1.602-2.

### ***Cost Reimbursement***



The OCO must determine cost allowability, allocability and realism and also must analyze and negotiate fee for all CR orders. Refer to FAR 15.4 and FAR 16.3.

## Step 6: Task Order Award Documentation, Debriefings and Protests

### Award Documentation

FAR 16.505(b)(7) -- Ordering, addresses 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 price or cost and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The Order file shall also identify the basis for using an exception to fair opportunity in accordance with FAR 16.505(b)(2) – Exceptions to the Fair Opportunity Process. The document supporting the award should be sufficiently detailed to clearly explain why the industry partner was selected for award.

Task orders may be issued on any federal agency authorized form and be distributed by mail, fax or e-mail. Oral Orders are not authorized. In accordance with the delegation of procurement authority, one copy of the task order and any subsequent modifications, along with a copy of the SOW/PWS/SOO, shall be sent to GSA via email<sup>5</sup>

### Claiming Socioeconomic Credit in FPDS-NG

Ordering agencies and third party assisted contracting services are required to report all orders greater than the micro-purchase threshold in FPDS-NG, [www.fpds.gov](http://www.fpds.gov) in accordance with FAR 4.603. Proper reporting ensures socioeconomic credit will be received.

The current FPDS-NG user's guide is currently at [www.fpds.gov](http://www.fpds.gov).

### Announcement of Award

Announcement of task order award to all competing offerors is strongly encouraged when a fair opportunity to be considered is provided, especially for awards greater than \$7,500,000. It is generally not necessary to announce task order awards in SAM.gov. As previously mentioned, use of a fair opportunity exception may require posting (FAR 16.505(b)(2)(ii)(D)). Please provide a copy of awards to the GSA in accordance with the DPA.

### Debriefing

In accordance with FAR 16.505(b)(6), debriefings consistent with FAR 15.506, or authorized customer agency supplement, are required when timely requested for Orders greater than \$7,500,000. Debriefings for Orders less than \$7,500,000 are also encouraged, but are not required.

### Alternative Dispute Resolution

Alternative Dispute Resolution (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 industry partner 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.

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<sup>5</sup> See Appendix II in Part III of this ordering guide.



## Task Order Level Protest

In accordance with FAR 16.505(a)(10), no protest under FAR subpart 33.1 is authorized in connection with the issuance or proposed issuance of an Order under a Task-Order Contract or Delivery-Order Contract if the Order is valued at or below \$10M (\$25M for DoD, NASA and USCG), except for a protest on the grounds that the Order increases the scope, period of performance, or maximum value of the Contract. The Government Accountability Office (GAO) has exclusive jurisdiction over any Civilian Contract protests greater than \$10,000,000.

## Ombudsman

The GSA task and delivery order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman.

**REMINDER: OCOs are required to complete the fill in information at 52.216-32 Task-Order and Delivery-Order Ombudsman (Sept 2019) Alt I (d)(2) on all task orders.**

For task and delivery orders issued by GSA, contact information for the GSA Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

## Step 7: Administer and Closeout the Task Order

### Quality Assurance – Industry Partner Surveillance

The OCO is responsible for assuring that industry partner performance meets the minimum requirements established in the task order, documenting the task order file and communicating with the industry partner to ensure the government is receiving the contracted services. If industry partner performance monitoring is delegated to a Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR), the specific authority/limitations should be documented in accordance with FAR 1.602-2(d) and a copy provided to the industry partner.

### Reporting Past Performance

At completion of order performance, and annually for orders with a period of performance exceeding one year, the OCO is required by FAR 42.15 to complete a past performance record for the prime contractor at the thresholds identified at FAR 42.1205(c) or in Agency Guidance. Customer agencies participating in the Integrated Acquisition Environment have established a Governmentwide past performance platform relying upon CPARS as a feeder system to PPIRS.

### Reporting and Task Order Closeout

The DPA provides details about the reporting expectations for OCOs. It is the OCO's responsibility to close out orders per FAR 4.804. Providing GSA with timely reporting and adequate close out documentation in accordance with your DPA is required, and critically important for proper contract administration.

## Other Ordering Considerations



## Telecommunications and Video Surveillance Services or Equipment

Effective August 13, 2020; the VETS 2 GWACs were modified to update FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. For task orders awarded prior to that date, Ordering Contracting Officers should follow their agency guidance concerning the need to modify any existing task orders. 8(a) STARS III and Polaris included FAR 52.204-25 at contract award.

For task orders awarded prior to October 1, 2019, Ordering Contracting Officers should follow their agency guidance concerning the need to modify any existing task orders to include FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

## Potential Organizational Conflicts of Interest

If a task order request might create a potential or actual conflict of interest, the OCO should identify the potential or actual conflict and decide if a remediation approach is available which mitigates the risk or if other appropriate action is necessary consistent with FAR 9.5. The OCO will routinely work with their agency legal counsel on such matters.

If an OCO discovers a potential or actual conflict of interest after task order issuance, the OCO should conduct due diligence and determine if the waiver discussed at FAR 9.503 is warranted and take appropriate action.

## Industry Partner Responsibility – Task Order Level

Overall responsibility has been determined for each GWAC industry partner per FAR 9.1. However, in accordance with FAR 9.405-1, OCOs shall complete and document a review of active exclusions (SAM.gov) on industry partners to whom they intend to make an award prior to making each task order award.

## Task Order Funding

Funding for each order shall be at the order level. Incremental funding strategies may be used when consistent with customer agency policy. OCOs should ensure that funding supporting order work is appropriate for the type and range of contemplated work. All orders are subject to funding agency appropriation guidelines.

## Assuring IT Services are the Principal Purpose of Every Task Order

For a current definition of IT, see FAR 2.101. If your requirements include any of the following, a complimentary advance scope compatibility review is highly recommended. ([gsa.gov/gwacs](https://gsa.gov/gwacs)).

- Business Process Re-engineering, Physical Security, Contingency Planning, Equipment Inventory and Maintenance, Construction, Software Licensing/License Management, Call Centers, Non-IT Professional Services, or Data Entry



## Travel

For questions regarding travel on 8(a) STARS III task orders, refer to the contract at Section B.9. For questions regarding travel on VETS 2 task orders, refer to the contract at Section B.11. For questions regarding travel on Polaris task orders, refer to the contract at Section B.10.

## Not Allowed on the Small Business GWACs

This is not an exhaustive list, but does illustrate some key matters:

- Orders for which IT services are not the principal purpose,
- Renting/ Leasing – an industry partner, as a private party, may enter into rental or lease agreements for real or personal property in order to fulfill order requirements as a service, but the government will not be a signatory to such agreements,
- Letter contract or Indefinite Delivery/Indefinite Quantity contract types
- Oral orders, and
- Orders for which supplies or software/hardware are the principal purpose.

## Commercial Supplier Agreements

The basic contract vehicles include clauses to protect ordering activities from some common elements within Commercial Supplier Agreements (CSA) that conflict with or are incompatible with federal law. These clauses include 552.212-4 Contract Terms and Conditions-Commercial Items (FAR Deviation), 552.232-39 Unenforceability of Unauthorized Obligations, and 552.232-78 Commercial Supplier Agreements - Unenforceable Clauses. The OCO is permitted to further negotiate CSA terms and conditions so long as negotiations do not yield task orders that conflict with the terms of the basic contract vehicle.

## Cyber Security Considerations

Cyber Security requirements have the basic contract clause baseline. Further requirements may be built into the task order work statement and clauses by the ordering agency.

## Security Clearance Considerations for Classified Task Orders

Security clearance requirements will be dictated by agency needs. Before issuing an RFI, RFQ or RFP for a classified order, a determination should be made by the ordering agency as to whether or not access to anything classified will be required during the task order request process. Appropriately cleared personnel should manage work requiring clearance.

### When Access is Required during Task Order Request Process

All prospective industry partners which may receive the RFI, RFQ or RFP must possess the appropriate facility clearance, safeguarding capability and personnel security clearance in order to access the task order request package. This may be determined by checking their credentials.



## When Access is NOT Required during Task Order Request Process

Prospective industry partners do not have to possess facility clearances, safeguarding capability and personnel clearances to receive or review the RFI/RFQ/RFP.

Requests and task orders should specify if facility security clearance granted by a cognizant security agency<sup>6</sup> is required, and the highest required facility security clearance level. If the customer agency prefers or requires clearances from a particular cognizant security agency, it should be stated in the task order request.

Requests and task orders should specify if SENSITIVE COMPARTMENTED INFORMATION, TOP SECRET, SECRET, or CONFIDENTIAL industrial personnel security clearances granted by a cognizant security agency are required. Unless the requiring activity has a bona-fide reason for precluding interim personnel security clearances, they should be considered equivalent to non-interim.

Requests and task orders should specify if cognizant security agency cleared safeguarding is required and the highest required level. The safeguarding level should not exceed the facility security clearance level.

## Subcontracting

FAR Clause 52.219-14, Limitation on Subcontracting, covers subcontracting considerations. All contract holders are responsible for managing the balance of workload being performed under their contract(s). This requirement is monitored at the Master Contract level. However, when deemed necessary by the OCO, limitations on subcontracting may be incorporated at the task order level.

While it is reasonable small business industry partners may manage capacity building through subcontracting with other companies to provide scalability in the early stages of performance on large task orders, it is a best practice to require industry partners to disclose the amount of work they intend to perform with their own resources in order quotations and proposals. Industry partner team arrangements, in the form of prime contractor-subcontractor relationships, may be desirable from both a government and industry standpoint in order to enable the companies involved to complement each other's unique capabilities and offer the government the best combination of performance, cost, and delivery for the service being acquired.

OCO consent to subcontract may be implemented in accordance with FAR 44.2 and FAR 52.244-2. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. When consent to subcontract is an order level requirement only OCO consent is required, and not GWAC PCO consent.

See the GWAC-specific information in Part II for more subcontracting considerations for small business GWACs.

STARS III, VETS 2 and Polaris industry partners are required to perform at least 50 percent of the cost of personnel for master contract performance with their own employees or subcontract employees from a similarly situated entity. See FAR 52.219-14 and 52.219-27 for reference.

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<sup>6</sup> There are four different cognizant security agencies, the Department of Defense, the Department of Energy, the Central Intelligence Agency, and the Nuclear Regulatory Commission



## Order Duration

For each Small Business GWAC, the basic contract ordering period is addressed in each contract vehicle section.

The term for each task order placed under the basic contract shall be specified in the individual task order, and subject to limits identified in each contract regarding order duration.

Task orders may be awarded during the Contract Ordering Period (COP). Task orders may not be issued outside the COP.

**Use of an exception to a fair opportunity to be considered IS NOT A CONTRACT OPTION as contemplated by FAR 17.2, it is a new order subject to award during the COP.**

Awarded task order duration is not dependent upon the basic contract's ordering period. This means that an OCO can exercise a task order option period even if the basic contract's ordering period is complete. OCOs are required to document that task order options are in the best interest of the government consistent with FAR 17.207 and any authorized customer agency supplement.

When citing options in an order, the price or cost for the performance of the work must be established and evaluated in the initial order, including building in price or cost for any use of FAR 52.217-8.

Specific order duration guidelines for the individual GWACs are addressed in Part II of this ordering guide and in the basic contracts online at their respective websites.

## Task Order Size Re-representation

FAR 52.219-28, Post Award Small Business Program Re-representation, addresses size re-representation under long term contracts such as the Small Business GWACs. However, OCOs have the discretion to require a re-representation of the industry partner's size status as a condition of task order award. If an OCO intends to require a task order level size re-representation as a condition of task order award, they should explicitly make that assertion in the task order request by following the guidance in Appendix V.

Additional business size considerations are addressed in the GWAC specific information in Part II of this ordering guide

## Task Order Request Cancellation

Cancellation of a task order RFQ/RFP is at the discretion of the OCO. RFQ cancellation requires minimal justification while RFP cancellation may be necessary and justified for any or all of the three (3) reasons listed below (drawn from best practices in case law), and it is a good practice for the OCO to document the cancellation decision rationale and have the cancellation decision approved pursuant to OCO agency policy:

- Services are no longer required, or are significantly changed;
- All offers received are at unreasonable prices, or only one offer is received, and the OCO cannot determine the reasonableness of the price;
- For other reasons, cancellation is clearly in the public's interest.

## Service Contract Labor Standards

The Small Business GWACs labor categories are considered bona-fide executive, administrative, professional labor and generally exempt from the Service Contract Labor Standards (SCLS). To the extent that any labor is subject to the SCLS and within scope of a task order and the individual GWAC, the OCO must identify such work under a separate CLIN on the task order and apply wages in accordance with FAR 22.10.

The GWACs do not include all applicable flow-down clauses for labor categories subject to the SCLS. Each task order must be tailored to include the appropriate clauses.

## Trade Agreements Act (TAA) & Buy American Act (BAA)

When procuring supplies as part of an IT services-based solution, Ordering Contracting Officers are required to comply with applicable regulatory restrictions, such as the Buy American Act (BAA). Please refer to FAR 25.1101 Acquisition of Supplies for additional information.

NOTE: Per FAR 25.401(a)(1) Trade Agreements do not apply to contracts set aside for small businesses.

## GWAC Contract Access Fee (CAF)

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on all orders placed against the Master Contract. The CAF is paid by the ordering agency but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide reasonable notice prior to the effective date of any change to the CAF payment process. Changes to the CAF only apply to Orders awarded after the change is announced.

The CAF rate, which is generally 0.75%, is applied to the total amount paid on each invoice (including ancillary support and travel). If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide notification to Contractors.

Based on the established CAF rate, the Contractor must include the CAF as a separate element/line item on all quotes/proposals to the government, regardless of contract type. The CAF must be included, and never be treated as a negotiable element between the Contractor and the ordering agency.

Contractors are responsible for collecting CAF from ordering agencies and for remitting CAF to GSA in accordance with contract requirements.

## Wage Rate Requirements (Construction)

OCOs are reminded that the IT services must be the principal purpose of each task order. The OCO shall ensure the compatibility of appropriations.

To the extent that construction, alteration, and repair are subject to the Wage Rate Requirements (Construction) and within scope of a task order and the GWAC, the OCO must identify such work under a separate CLIN on the task order and apply wages in accordance with FAR 22.404. Any construction, alteration and repair shall be firm fixed price, even if other aspects of the task order are another type.



The GWACs do not include all applicable flow-down clauses for labor categories subject to the Wage Rate Requirements (Construction). Each task order must be tailored to include the appropriate clauses.

## **Rights in Data**

Rights in Data is a highly specialized area. The OCO should ensure that the applicable Rights in Data clause(s) is clearly assigned in each task order request and resulting task order.

## **Pre-Award EEO Clearance**

EEO Clearance was obtained prior to award of the master contracts in accordance with FAR 22.805.

## **Rights Reserved by the GWAC PCO**

Only GWAC PCOs are authorized to modify basic contract terms and conditions and authorize DPAs. OCOs may not transfer DPA.

## Part II – GWAC Specific Information



### 8(a) STARS III GWAC

The 8(a) STARS III GWAC (STARS III) is a competitively awarded, multiple-award, indefinite-delivery, indefinite-quantity contract. STARS III was authorized under the provisions of Section 8(a) of the Small Business Act 15 U.S.C. 637(a) STARS III resulted from a competitive 8(a) procurement, which was offered to and accepted into the SBA 8(a) program, therefore competitive orders do not have to be offered and accepted into the 8(a) program, and all STARS III awardees are eligible to compete and be awarded those task orders..

**Note: in accordance with 13 CFR 124.504(d) and FAR 19.815, 8(a) STARS III task orders are 8(a) awards**

STARS III enables federal agencies to fulfill mission requirements and, at the same time, assists in meeting or exceeding socioeconomic goals through the utilization of businesses which were both certified and verified as eligible 8(a) program participants by the SBA. Federal agencies may earn applicable socioeconomic procurement preference credits that each industry partner possesses.

STARS III is an eight-year contract, consisting of one five-year base and one three-year option period, affording the opportunity for industry partners to develop and create sustainable businesses. STARS III has a maximum contract life cycle value of \$50 billion.

Upon award of a GWAC task order or modification for STARS III, OCO's are required to submit a DPA award/modification form with supporting documentation (i.e. SF1449, SF30, etc.) to the GWAC group email ([S3@GSA.gov](mailto:S3@GSA.gov)). Example DPA award/modification forms are in Appendix VIII and at [gsa.gov/gwacs](https://gsa.gov/gwacs)

### Scope

STARS III provides Federal agencies with IT services and IT services-based solutions, both commercial and non-commercial, as defined in the Clinger-Cohen Act and FAR 2.101. IT services-based solutions can be tailored to meet an agency's particular mission needs and may include new and emerging technologies that evolve over the life of the contract. The principal nature of any resulting Order must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based solution. Services may be performed at Government and/or Contractor locations worldwide, as specified in each Order. Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added at the order level so long as they do



not conflict with the basic contract. OCOs are responsible for clearly identifying the applicable provision and clause configuration in order solicitations. Refer to FAR 52.101(b)(2)(i)(A-C) for examples of provisions and clauses.

The geographical scope of coverage is worldwide, and organizations authorized by GSA ORDER OGP 4800.2I, Eligibility to use GSA Sources of Supply and Services (and any future versions) may use the STARS III GWAC. In the context of STARS III, IT services encompasses requirements having a principal purpose/core work grounded in IT services NAICS including, but not limited to 541511, 541512, 541513, 541519 and 518210. The primary NAICS for this contract is 541512. Effective December 19, 2022, the small business size standard for NAICS 541512 is \$34M.

STARS III's scope generally provides flexibility at the order level to include ancillary support that the government determines to be integral to, and necessary for, the IT services-based solution. STARS III's scope is agile and will automatically keep pace as IT evolves. In addition to the primary 8(a) STARS III scope area, STARS III includes two focused sub-areas to accommodate emerging technology and OCONUS requirements: See section C.2 of the contract for additional information.

- Emerging Technology Sub-area (Sub-Area 1)- This sub-area provides for IT services-based solutions which involve emerging technology (ET) innovation to securely accelerate transformation and advance mission outcomes. A task order requirement (TOR) fits in this subarea if it includes IT services-based solutions with ET as the focus.

ET can be understood as evolving state-of-the-art information technologies and their use in solutioning to improve and/or transform business processes and enhance mission delivery. ET includes those technologies that are not yet mature in the marketplace and have the potential for wide-spread adoption. These technologies are in the early stages of their life cycles and have been implemented by early adopters. Rather than specifying predetermined technology solutions, agencies considering ET are encouraged to succinctly focus on articulating in the TOR the business problems they face, e.g. through the use of a statement of objective approach.

- OCONUS Sub-area (Sub-Area 2)- This sub-area provides for IT services-based solutions to be performed outside the contiguous United States (OCONUS). A TOR can fit in this sub-area if the scope is primarily IT services and it includes performance in an OCONUS location. OCONUS work locations include the non-foreign work areas of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excluding the Trust Territories of the Pacific Islands) as well as foreign work areas (see section B.12 of the contract for additional information).

## Contract Ordering Period and Order Duration

The ordering period for 8(a) STARS III began on July 2, 2021. The Master Contract ordering period is one five-year base period with one three-year option period.

Per FAR 52.217-9, the three-year option period is a unilateral government right and is not guaranteed.



Master Contract Ordering Period								
Contract Year	1	2	3	4	5	6 Option Period	7 Option Period	8 Option Period
Dates	7/2/21 -7/1/22	7/2/22-7/1/23	7/2/23-7/1/24	7/2/24-7/1/25	7/2/25-7/1/26	7/2/26-7/1/27	7/2/27-7/1/28	7/2/28-7/1/29

The period of performance (PoP) for each order issued against the Master Contract must be specified in the individual order. New task orders may only be issued during the Master Contract ordering period. Under no circumstances will a new order be issued if the Master Contract is not in effect (i.e. expired, cancelled, or terminated).

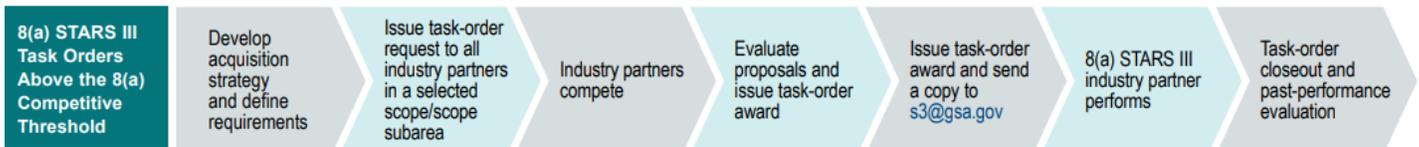
An Order may be issued, with or without option periods, provided: the Order PoP is consistent with the customer agency’s policy and fiscal law on task order duration and funding; and the Order PoP is not greater than five years beyond the final day of the Master Contract ordering period.

Orders issued before 7/1/2026 must be complete by 7/1/2031; and orders issued after 7/2/2026 must be complete by 7/1/2034.

### Sole Source

**\*Note: This section is under review.**

### Competitive Orders



Competitive requirements must be competed among all 8(a) contract holders in the selected scope area IAW 13 CFR 124.503(i)(1)(ii).

### Geographic Pricing Considerations

8(a) STARS III Pricing is based on 124 labor categories at either government or contractor sites. Master Contract maximum labor rates were established based on order performance in the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area as defined by the U.S. Office of Personnel Management (OPM). Ordering agencies may adjust labor rates on orders with a place of performance outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area based on current geographic locality areas and differentials as published annually by OPM. These areas and rates are subject to change, please see Appendix IX, and section J-3 of the contract.

OCOs need to make a conscious planned choice on the locality ground rules they require industry partners to quote or propose upon for Established Labor Categories (those already priced in STARS III) when working with the time and materials and/or labor hour contract types.



Geographic Pricing Considerations	
Place of Performance Scenario	Pricing Pathway for Established Labor Categories
Single Place of Performance at the government site – or Multiple Places of Performance at government sites in the same locality	Government requires locality specific prices, and ceiling prices are shown next to quoted or proposed prices for comparison
Multiple Places of Performance at government sites in various localities	Government requires locality specific prices or blended rates reflecting the proportion of support in the various localities, and  Ceiling prices are shown next to quoted or proposed prices for comparison
Performance not required at a government site	Government requires that quotes or proposals indicate from where the industry partners will service the requirements, and  Ceiling prices are shown next to quoted or proposed prices for comparison

### Changes in 8(a) Company Ownership and Termination from the 8(a) Program

SBA regulations require 8(a) program participants to report ownership changes to their supporting District Office. This parallels the requirement to notify the STARS III CO of a merger or acquisition per FAR 52.219-28. 13 CFR 124.515 requires an 8(a) contract, including STARS III task orders, to be performed by the company who initially received the award, so when a STARS III contract holder undergoes an ownership change, it will frequently result in the termination of their master contract; and may also result in the termination of agency orders issued against STARS III.

### Size Status

FAR 52.219-28 Post Award Small Business Program re-representation addresses size re-representation under long term contracts such as STARS III. The triggering events for size re-representation per FAR 52.219-28 on long term contracts such as STARS III, are in association with ownership changes including merger or acquisition and prior to the long-term contract’s sixth year.

### Effect of Merger and Acquisition

FAR 52.219-28 requires that the 8(a) STARS III industry partner report to a STARS III ACO within 30 days of a merger or acquisition whereupon size re-representation by the industry partner is required. If the industry partner re-represents as other than a small business concern, it is reclassified as such on STARS III and will be afforded the opportunity for a bilateral contract cancellation, and/or have its STARS III contract cancelled or terminated by GSA and 1-3 below apply.

- 1) Existing orders with the industry partner may continue,



- 2) Pre-priced options on existing orders may be exercised at the OCO's discretion but they will not provide socioeconomic credit, and
- 3) Generally, no new orders may be awarded

Alternatively, if the industry partner re-represents as a small business concern and is still an active 8(a) program participant, refer to the section captioned "Changes of 8(a) Company Ownership and Termination from the 8(a) Program."

Alternatively, if the industry partner re-represents as a small business concern but has graduated or graduated early from the 8(a) program, contract novation regulations at FAR 42.12 apply. GSA will not support mergers with or acquisitions by non-8(a) program participants. The practical impact being:

- 1) Existing orders with the industry partner may continue,
- 2) Pre-priced options on existing orders may be exercised at the OCO's discretion but they will not provide socioeconomic credit, and
- 3) Generally no new orders may be awarded. However, it is possible at the OCO's discretion to award a new order IF the quote or proposal including responsive pricing was received by the OCO prior to the date of the merger or acquisition. Once GSA updates FPDS-NG with the results of the size re-representation, orders awarded under this exception will not receive socioeconomic credit.

## Cybersecurity Maturity Model Certification (CMMC)

Ordering contracting officers may specify applicable CMMC requirements at the order level.

## Other Cybersecurity & Supply Chain Risk Management (SCRM)

Ordering contracting officers may specify applicable cybersecurity and SCRM requirements at the order level. The 8(a) STARS III contract, attachment J-4, presents many of the possible, but does not limit, the cybersecurity and SCRM standards.

## Subcontracting Considerations

FAR Clause 52.219-14 (SEP 2021) is applicable to the STARS III contract. GSA monitors compliance at the Master Contract level.

At the Order level, OCOs may require:

- (1) Contractors to disclose the amount of work they intend to perform with their own resources. OCOs may request a well-defined plan from 8(a) prime contractors to facilitate this review, and may qualitatively evaluate such plans during Order source selection if established in the TOR.
- (2) Consent to subcontracts pursuant to FAR subpart 44.2. Consent to subcontract is not being provided at the Master Contract level.
- (3) Subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and FAR 9.104-1.
- (4) Invoice level subcontract reporting



# VETS 2

## VETS 2 GWAC

The VETS 2 GWAC offers a unique contribution to the federal acquisition community as it's set-aside exclusively for Service-Disabled, Veteran-Owned Small Businesses (SDVOSB). VETS 2 is a ten-year (five-year base, with a five-year option) contract that has a maximum contract value of \$6.1 billion. VETS 2 is designed to meet a variety of diverse agency IT requirements, including new and emerging technologies. VETS 2 also enables GSA to support the SDVOSB Procurement Program, while helping federal agencies achieve their socioeconomic goals and objectives.

Upon award of a GWAC task order or modification for VETS 2, OCO's are required to submit a DPA award/modification form with supporting documentation (i.e. SF1449, SF30, etc.) to the GWAC group email ([vets2@gsa.gov](mailto:vets2@gsa.gov)). Example DPA award/modification forms are in Appendix VIII and at [gsa.gov/gwacs](https://gsa.gov/gwacs)



Section 863 of the FY24 National Defense Authorization Act (NDAA) amends the Small Business Act, specifically 15 U.S.C. § 644(g)(1)(A)(ii), to increase the governmentwide participation goal for SDVOSBs to not less than 5% of the total value of all prime contract and subcontract awards for each fiscal year—up from 3%.

## Scope

The scope of the VETS 2 GWAC provides Federal agencies with customized IT services and IT services-based solutions, both commercial and noncommercial, as defined in the Clinger-Cohen Act and FAR 2.101. Customized IT services-based solutions, which can be tailored to meet an agency's particular mission needs, may include any combination of the IT services identified in Section C of the VETS 2 contract, including new and emerging technologies that evolve over the life of the Master Contract. The principal nature of any resulting task order procurement must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based effort. Services may be performed at Government and Contractor locations worldwide, as specified in each task order.

Examples of services available under VETS 2 include, but are not limited to:

- Data Management



- Information and Communications Technology
- IT Operations and Maintenance
- IT Security
- Software Development
- Systems Design
- New and Emerging Technologies

The primary NAICS Code for VETS 2 is 541512, but it does not delimit the scope. For scope refer to Section C of the basic contract. Effective December 19, 2022, the small business size standard for NAICS 541512 is \$34M.

For questions specific to the VETS 2 GWAC Team, please contact us at [vets2@gsa.gov](mailto:vets2@gsa.gov)

To find the small business status of our contract holders currently on the VETS 2 GWAC, please visit the [VETS 2 website](#) where we maintain a list of this information.

### Contract Ordering Period and Order Duration

VETS 2 Contract Ordering Period		
GWAC	First Day to Issue an Order	Last Day of Contract Base Ordering Period <sup>7</sup>
Basic Ordering Period	02/23/2018	02/22/2023
Option Ordering Period*	02/23/2023	02/22/2028

*\*Specific Contract Option Exercise and business size for option to be determined in accordance with Clause H.16, H.20.4 and FAR 52.219-28*

The period of performance (PoP) for each order issued against the VETS 2 Master Contract must be specified in the individual order. New orders may not extend more than five (5) years beyond the expiration of the Master Contract ordering period. New task orders may only be issued during the Master Contract ordering period. Under no circumstances will a new order be issued if the Master Contract is not in effect (i.e. expired, cancelled, or terminated).

VETS 2 Task Order Duration	
Order Issue Date	Order must be complete by
2/23/2023 - 2/22/2028	2/22/2033

Master Contract options were exercised in accordance with H.16, H.20.4, and FAR 52.219-28. See industry partner list on VETS 2 website, [www.gsa.gov/vets2](http://www.gsa.gov/vets2), for a list of industry partners who received the option.

For the VETS 2 industry partners who rerepresented as other than small and received the option, the following limitations apply:

- 1) The contractor is **NOT** eligible to respond to Task Order Requests subject to fair opportunity (FAR 16.505(b)(1))

<sup>7</sup> Reference VETS 2 Contract Sections F.2 and F.3 for additional information concerning contract and task order period of performance.



- 2) The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - a. 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. (FAR 16.505(b)(2)(i)(C))
- 3) Pre-priced options existing orders may be exercised at the OCO's discretion
- 4) Agencies will no longer receive socio-economic credit on future obligation actions.

## Subcontracting Considerations

In accordance with the 13 CFR 125.6(b)(1), 13 CFR 125.15 and FAR clause 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside, VETS 2 contractors are required to perform at least 50 percent of cost of personnel for master contract performance with their own employees or employees of other service-disabled veteran-owned small business concerns.

This requirement is monitored at the Master Contract level. However, when deemed necessary by the OCO, limitations on subcontracting may be incorporated at the task order level.

Specifying that VETS 2 contractors shall disclose the work they intend to perform with their own resources, with the resources of other SDVOSBs and with non-SDVOSBs is a best practice in task order solicitations which don't establish a SDVOSB participation evaluation factor.

## Socioeconomic and Size Status

FAR 52.219-28 Post Award Small Business Program re-representation addresses size re-representation under long term contracts such as VETS 2. The triggering events for size re-representation per FAR 52.219-28 on long term contracts such as VETS 2, are in association with ownership changes, merger or acquisition and prior to the long-term contract's sixth year.

Ownership changes where the industry partner is no longer service-disabled veteran-owned small business will cause a full or partial cancellation of the contract.

- 1) Existing orders with the industry partner may continue, and
- 2) Pre-priced options on existing orders may be exercised at the OCO's discretion
- 3) Agencies will no longer receive socio-economic credit on future obligation actions

Veteran-owned small businesses (VOSB) and service-disabled veteran-owned small businesses are required by the Small Business Administration to be registered and certified within the Veteran Small Business Certification (VetCert) system. OCO's may also use VetCert when searching for certified VOSB and SDVOSB firms. VetCert is located here; <https://veterans.certify.sba.gov/>

## Cost Reimbursement Orders

While most of the VETS 2 contractors have a cost accounting system that has been audited and determined adequate by DCAA or another Cognizant Federal Agency, only those contractors that hold a cost accounting system meeting these conditions may respond to cost reimbursement task order requests. An OCO that is willing to sponsor an audit may specify within the task order request that this requirement does not apply. For more information, refer to Sections B.8.2 and H.13 of the Master Contract.



OCOs must verify the adequacy of a contractor's cost accounting system prior to awarding any cost reimbursement task order.

### **Facility Clearance Requirements**

While most VETS 2 contractors have Secret or Top Secret Facility Clearances, only those Offerors that hold the required facility clearance may respond to task order requests requiring a facility clearance. An OCO that is willing to sponsor a facility clearance can specify within the task order request that this requirement does not apply.

When required for a task order, an OCO must verify the contractor's facility clearance. When classified work is required on an individual task order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency.



## POLARIS GWAC

Polaris is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ), Governmentwide Acquisition Contract (GWAC), designed to provide customized information technology (IT) services and IT service-based solutions from small businesses (SB). Polaris will have four distinct set-aside pools of Industry Partners (contractors), namely, small business, Women-Owned Small Business (WOSB), Historically Underutilized Business Zones (HUBZone) and, service-disabled veteran-owned small business (SDVOSB).

Polaris is a ten-year contract, consisting of one five-year base and one five-year option period, with the ability to provide long term IT services solutions to federal agencies. The Polaris GWAC has no master contract ceiling.

### Scope

Polaris provides Federal agencies with IT services and IT services-based solutions, both commercial and non-commercial, as defined in the Clinger-Cohen Act and FAR 2.101. IT services-based solutions can be tailored to meet an agency's particular mission needs and may include new and emerging technologies that evolve over the life of the contract. The principal nature of any resulting order must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based solution.

The geographical scope of coverage for Polaris is worldwide.

The primary NAICS Code for Polaris is 541512. Other applicable NAICS include, but are not limited to 541511, 541513, 541519 and 518210. Requirements having a principal IT services purpose would be within the scope of this contract. GSA offers a no-cost/no-obligation Polaris statement of work review for interested agencies, see page 12 of this ordering guide for more information. For further scope details, refer to Section C of the Polaris contract.

Examples of services available under Polaris include, but are not limited to:



- Cloud services
- Cybersecurity
- Data management
- Information and communications technologies
- Software Development
- Systems Design
- IT operations and maintenance

Examples of emerging technologies under Polaris include, but are not limited to:

- Advanced and Quantum Computing
- Artificial intelligence (AI)
- Automation technology
- Immersive technology
- Distributed ledger technology

**Contract Ordering Period and Order Duration**

The master contract ordering period for Polaris will vary by contract pool, please see the table below for specific information:

Polaris Pools	Base Ordering Period	Option Ordering Period
Small Business	TBD	TBD
Women-Owned Small Business	3/9/2026 - 3/8/2031	3/9/2031 - 3/8/2036
HUBZone	12/2/2025 - 12/1/2030	12/2/2030 - 12/1/2035
Service-Disabled Veteran-Owned	12/2/2025 - 12/1/2030	12/2/2030 - 12/1/2035

*\*The Polaris Small Business Pool is not yet available for ordering.*

The period of performance (PoP) for each task order issued against the Master Contract must be specified in the individual order. New task orders may only be issued during the Master Contract ordering period. Under no circumstances may a new order be issued if the Master Contract is not in effect (i.e. expired, canceled, or terminated).

The Master Contract ordering period for each Polaris pool will begin (at different times) when the Notice-To-Proceed is issued by the Master Contract Contracting Officer. The Master Contract ordering period for each pool is one five-year base period with one five-year option.



Under each Polaris pool, task orders may not extend more than five years after the expiration of the Master Contract. Any multi-year task order must be consistent with FAR Subpart 17.1 multi-year contracting along with any applicable agency policy and funding restrictions.

## Ordering

When issuing task orders on the Polaris GWAC, the Ordering Contracting Officer (OCO) must select the applicable pool for competition and provide fair opportunity to all pool awardees unless an exception to fair opportunity exists. Competition between Polaris pools is prohibited.

Upon award of a GWAC task order or modification for Polaris, OCO's are required to submit a delegation of procurement authority (DPA) award/modification form with supporting documentation (i.e. SF1449, SF30, etc.).

Example DPA award/modification forms are in Appendix VIII and at <http://www.gsa.gov/gwacdpa>

## Size Status

FAR 52.219-28 Post Award Small Business Program Rerepresentation addresses size rerepresentation under long term contracts such as Polaris. The triggering events for size rerepresentation per FAR 52.219-28 on long term contracts such as Polaris, are in association with ownership changes including merger or acquisition and prior to the long-term contract's sixth year.

## Subcontracting Considerations

The contractor is responsible for managing the balance of workload being performed under this contract and meeting the requirements of FAR 52.219-14, Limitations on Subcontracting, by the end of the base period of the contract and then by the end of each subsequent option period. The contractor is responsible for meeting these requirements at the Master Contract level and is required to perform a meaningful amount of work on each task order to prevent pass-through situations, which are prohibited under this contract. Contractor compliance with this section will be a factor in whether a contractor's Master Contract option is exercised. See Section H.17.2 of the Master Contract.

## Effect of Merger and Acquisition

### Merger with or without Novation



Per FAR 52.219-28, a merger or acquisition with or without novation requires timely rerepresentation of size and socioeconomic status. When the rerepresentation<sup>8</sup> identifies other than a small business, the novation will not be deemed to be in the Government's best interest. Given this advance information, such a merger or acquisition initiates a no-cost settlement agreement pursuant to FAR 49.109-4, with the following conditions:

- The contractor's size and status will be revised for the Master Contract in SAM.gov, which will apply to all subsequent funding actions on orders.
- The Master Contract shall be terminated for convenience at no-cost to the Government.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.

### Rerepresentation Prior to the Master Contract's Sixth Year

Per FAR 52.219-28(b)(3)(i), timely rerepresentation of size and socioeconomic status is required prior to the Master Contract's sixth year. When the rerepresentation identifies other than a small business or no longer qualifies to represent the socioeconomic status under which it was initially awarded (i.e. WOSB, HUBZone, SDVOSB), the Master Contract option period for the affected contractor will be subject to the following:

1. The contractor is NOT eligible to respond to task order requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - a. 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 (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.18.1 or H.18.2 of the Master Contract, as applicable.
  - a. If the result of the rerepresentation is that the Contractor is deemed to be a small business concern with the same small business program status of which qualified the Contractor for the pool award, then H.18.3(1) will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

### **Exercise of the Contract Option Period**

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract for one, five-year option period. In addition to the factors

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<sup>8</sup> For SB reference FAR 52.219-28(h)(1); For WOSB reference FAR 52.219-28(h)(3) and (4), and 13 CFR Part 127; For SDVOSB reference FAR 52.219-28(h)(6), (7) and (8), and 13 CFR Part 128; For HUBZone reference FAR 52.219-28(h)(9) and 13 CFR Part 126; [https://www.acquisition.gov/far/part-52#FAR\\_52\\_219\\_28\\_d3300e132](https://www.acquisition.gov/far/part-52#FAR_52_219_28_d3300e132)



identified in FAR 17.207, the determination of whether the Contractor's option will be exercised will also include, but not be limited to, the following factors:

- Timely, Accurate, and Complete Reporting (G.13)
- Timely, Accurate, and Complete CAF Remittance (G.14)
- Contractor has met the Minimum Contract Sales Requirement (H.17.1)
- Contractor is in compliance with the Limitations on Subcontracting (G.16.1)
- Satisfactory Past Performance on Awarded Task Orders
- Contractor size and/or status (H.18.3)

### **Facility Clearance Requirements**

Individual task orders may require facility security clearances. Unless specified otherwise by the OCO, only those Contractors that meet the required security clearance levels on individual orders will be able to compete for task orders requiring security clearance(s). When classified work is required on an individual task order, the Contract Security Classification Specification (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency. The Polaris Program will not sponsor facility security clearances. See section H of the contract for additional information.

### **Cost Reimbursement Orders**

Unless specified otherwise by the OCO, a contractor responding to Cost-Reimbursement (CR) type task orders, as defined in FAR 16.301-1, is required to have an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency has audited and determined adequate for determining costs applicable to the contract in accordance with FAR 16.301-3(a)(3). The Contractor must notify the Polaris Contracting Officer and designated OCOs for ongoing cost-reimbursement task orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

### **Cybersecurity Maturity Model Certification (CMMC)**

Ordering contracting officers may specify applicable CMMC requirements at the task order level.

### **Other Cybersecurity & Supply Chain Risk Management (C-SCRM)**

Ordering contracting officers may specify applicable cybersecurity and SCRM requirements at the task order level. While the Polaris contract presents many of the possible SCRM requirements, it does not limit the cybersecurity and SCRM standards. SCRM requirements may vary on individual orders based on the security needs and criticality assessment of the ordering agency.

For questions regarding C-SCRM on Polaris, refer to the contract at Section G.17 and J-4.



### **Additional Information**

For additional information on the Polaris GWAC, please reach out to [Polaris@gsa.gov](mailto:Polaris@gsa.gov).



# Part III – Appendices

## Appendix I – Roles and Responsibilities

GSA is designated by OMB to issue and administer the Small Business GWACs. With that designation, rests oversight. In addition to reviewing task order scope and addressing any scope incompatibility, GSA reports the following to the OMB:

- Statistics on fair opportunity ordering
- The number of task orders that include performance-based terms
- Task order types
- Competitive participation levels for task orders
- Exceptions to the fair opportunity
- Task order award values
- Socio-economic breakdown

Typical responsibilities for GWAC PCOs, requiring activities and OCOs are shown below, and are established in writing between the parties in a written GSA issued Delegation of Procurement Authority (DPA). An example of a DPA MOA is available on the GWAC Overview website at [gsa.gov/gwacs](https://gsa.gov/gwacs).

### GWAC PCOs

Award, administer, and oversee the GWACs, which include, but are not limited to:

- Have exclusive, non-delegable rights to modify basic contract terms and conditions
- Provide advice and guidance to Ordering/requiring activities, OCOs and Industry partners regarding scope and acquisition regulations
- Help Ordering/requiring activities understand how the Small Business GWACs can be used to meet IT requirements
- Provide delegation of authority training
- Conduct Meetings with GWAC industry partners
- Review Subcontract Reporting and Contract Level Reporting

### Requiring Activity

- Defines task order requirements
- Prepares work statement for task order RFQs/RFPs
- Funds requirements
- Ensures IT capital planning when appropriate
- Assists OCO with quote/proposal evaluation
- Assists OCO with performance monitoring and appraisal

### OCO

Award, administer and oversee the task orders, which include, but are not limited to:

- Serve as the default COR/COTR for orders (may re-delegate this in writing)
- Place order(s) per DPA terms
- May not modify the basic contracts
- Maintain focus on individual orders



- Provide for a fair opportunity to be considered per FAR 16.505
- Manage order administration
- Oversee and execute in-scope order modifications
- Resolve order disputes
- Ensure FPDS-NG reporting is completed
- Ensure all task orders and support information are forwarded to GSA timely
- Ensure past performance is completed in accordance with agency procedures
- Ensure all task orders are for IT services or IT services-based solutions
- Perform order closeout

***NOTE: Some of the responsibilities are attributed to the OCO's warrant/FAR-based responsibilities and federal funds stewardship, while others are attributed to the OCO's GWAC-based responsibilities.***



## Appendix II – GSA Small Business GWAC Contacts

### Contracts Team Points of Contact

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## Appendix III – References and Resources

### **Federal Acquisition Regulations**

<https://www.acquisition.gov/browse/index/far>

### **Federal Procurement Data System – Next Generation**

<https://www.fpds.gov/>

### **Small Business Administration (SBA)**

<http://www.sba.gov/>

### **SBA 8(a) Business Development Program**

<http://www.sba.gov/8a>

### **Local Resources at SBA**

<https://www.sba.gov/local-assistance>

### **Section 508 Accessibility Standards**

<http://www.section508.gov/>

### **GSAM-General Services Administration Acquisition Manual**

<https://www.acquisition.gov>

### **e-Buy**

[www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)

### **eLibrary**

[www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)

### **ASSIST (formerly known as Information Technology Solutions Shop (ITSS))**

<https://assist.gsa.gov/assist-home>

### **North American Industrial Classification System (2017 NAICS)**

<https://www.census.gov/naics>

### **Periodic Table of Acquisition Innovations**

The government-wide acquisition knowledge management portal for innovative business practices and technologies.

[https://www.fai.gov/periodic-table/?utm\\_medium=email&utm\\_source=govdelivery](https://www.fai.gov/periodic-table/?utm_medium=email&utm_source=govdelivery)

### **System for Award Management**

<https://www.sam.gov>



## Appendix IV – Additional Guidance for Implementation of FAR 52.232-7

FAR 16.601(f) T&M Contracts requires contracting officers to use one of three provisions in solicitations (referred to as task order request in this ordering guide) contemplating the use of T&M or LH type contracts. To determine which provision is appropriate for a given order, OCOs should answer the following questions:

### 1. Does my requirement meet the FAR definition for a commercial item?

If yes, 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, is adequate price competition expected?

If adequate price competition is expected, use FAR 52.216-29 T&M/LH Proposal Requirements—Noncommercial 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:

- (1). 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;
- (2). 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
- (3). 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(f) permits contracting officers to amend the provision to make mandatory one of the three approaches described above.**

**NOTE: For the Department of Defense, pursuant to FAR 52.216-29 with DFARS 252.216-7002, Alternate A, the offeror is required to only 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. 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—Noncommercial 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.



## Appendix V – Task Order Size Rerepresentation

Quality of service delivery and socioeconomic public policy (e.g., small business goals/socioeconomic credit) are key reasons why government customers use GWACs. Quality of service delivery is assured by the evaluation process required of industry partners to win a position on a GWAC, and also by the flexible customer-controlled order evaluation and award process during which customers control evaluations techniques designed to select an industry partner to fulfill their mission objectives.

In support of socioeconomic public policy, all industry partners on the GWAC were duly recorded as small business concerns in FPDS-NG at GWAC award, making them small businesses on the GWAC – a term of art that is beneficial for customers to know. However, as time passes, circumstances sometimes change for an industry partner whereby it is no longer considered a small business concern in general, and more limited circumstances can make an industry partner no longer considered a small business concern on a federal contract, whereupon the industry partner no longer provides any socioeconomic credit for new orders.

This matters, because in order to award an order to a small business on the GWAC that provides socioeconomic credit for new orders, the selected industry partner must not have had a change in circumstances to its small business status resulting in it becoming other than a small business on the GWAC.

### **What circumstances lead to a GWAC industry partner becoming other than a small business on the GWAC?**

- 1) Merger or acquisition with or without novation - an immediate trigger that requires re-representation on the GWAC within 30 days, and subsequent re-coding as other than a small business concern per FAR 52.219-28 if the merged or acquired organization does not remain a small business concern.
- 2) Organic growth that, at the contract option, results in an industry partner not remaining a small business concern entering the 6th year of the contract, as a result of the size re-representation required for the contract option period.

### **What regulations that govern these matters?**

FAR 52.219-28 ([www.acquisition.gov](http://www.acquisition.gov))  
FAR Final Rule 74 FR 11821 & 14492 (<https://www.gpo.gov/>)  
SBA Final Rule 71 FR 66434 (<https://www.gpo.gov/>)

### **As a government customer, what can I do to assure an order is awarded to an industry partner that is a small business on the GWAC?**

Because there might be a slight lag between a company becoming other than small, and it fulfilling its obligation to report to GSA pursuant to FAR 52.219-28, which provides for such reporting to be slightly in arrears, the Division recommends OCOs not simply rely upon the information about industry partner size status maintained on the individual GWAC websites, and instead implement an Order Size Rerepresentation (OSR). Pursuant to SBA's regulatory framework, GAO and the Federal Court have upheld a procuring agency's authority to request size certifications with respect to particular orders. See *LB&B Associates, Inc. v. U.S.*, 68 Fed. Cl. 765 (Fed. Cl. 2005); *CMS Information Services, Inc.*, B-290541, Aug 7, 2002, 2002 CPD ¶ 132. Accordingly, an OCO has the discretion to require a rerepresentation of the GWAC industry partners' size status as a condition of order award.

### **OSR Template**



An OCO may incorporate the following OSR language into task order requests in order to require rerepresentation as a condition of order award:

### **Notice of Order Size Rerepresentation (OSR) at the Order Level**

Offers are solicited only from *<insert GWAC name>* industry partners that have not rerepresented as other than small in accordance with FAR 52.219-28 Post-Award Small Business Program Rerepresentation. Those *<insert GWAC name>* industry partners having experienced an event that triggers the notification requirements contained in FAR 52.219-28(b)(1) or (b)(2), and are other than small as a result of said triggering event, are considered to be other than a small business concern for the purposes of this procurement regardless of whether the industry partner has fulfilled the rerepresentation notification pursuant to FAR 52.219-28.

Offers received from *<insert GWAC name>* industry partners that have rerepresented their size status as other than small under the *<insert GWAC name>*, or have had a triggering event and are not currently considered small business concerns under the *<insert GWAC name>* are not desired and shall be rejected as non-conforming with this OSR. The following representation must be completed and submitted with the offer.

I hereby represent that my company (check one)  has  has not rerepresented itself as other than a small business concern under *<insert GWAC name>*, and (check one)  has  has not experienced a triggering event pursuant to FAR 52.219-28 resulting in the company being other than a small business concern regardless of if notification of that circumstance has or has not been provided pursuant to the timetable established in FAR 52.219-28.



## Appendix VI – Summary of Justification, Approval and Posting Requirements<sup>9</sup>

The following tables summarize FAR 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.

Per FAR 16.505(b)(2)(ii) justification and posting requirements are not required for orders citing FAR 16.505(b)(2)(i)(F) as their authority for an exception to fair opportunity.

POSTING REQUIREMENTS		
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 the GPE	5.704 (a)(2) 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 the GPE	5.705 (a)(1)(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	<p>Publish postaward notice in the GPE within 14 days after placing order*</p> <p>And</p> <p>Post Justification for Exception to Fair Opportunity on the GPE and agency Web site (agency Web site may provide link to the GPE notice).** Justification must remain posted for a minimum of 30 days.</p>	<p>5.301(a)(2)(ii) 16.505(b)(2)(ii)(D)(1)(i) 16.505(b)(2)(ii)(D)(5)</p> <p>5.301(d)(3) 16.505(b)(2)(ii)(D)(1)(i) &amp; (D)(2)</p>

\* 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 \$ the micro-purchase threshold	No fair opportunity required. Place order with any awardee that can meet the agency’s need. (FAC 2021-6)	16.505(b)(1)(i)
Orders 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 each order.	16.505(b)(1) (ii)

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	Document the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among price or cost and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.	16.505(b)(7)
Orders exceeding the simplified acquisition threshold but not exceeding \$6,000,000	<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 price or cost and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.</p>	<p>16.505(b)(1)(iii)</p> <p>16.505(b)(7)</p>
Orders exceeding \$6,000,000	<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 price or cost, which 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>	<p>16.505(b)(1)(iv)</p> <p>16.505(b)(1)(iv)(D)</p> <p>15.503(b)(1)</p> <p>16.505(b)(6); 15.506</p>

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>10</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 – <b>this is typically applicable to 8(a) STARS III directed orders below the competitive threshold</b>	16.505(b)(2)(i)(E)
IAW section 1331 of Public Law 111-240 (15 U.S.C. 644(r), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3).	16.505(b)(2)(i)(F)
For DoD, NASA, and the Coast Guard, the order satisfies one of the exceptions permitting the use of other than full and open competition listed in 6.302 (10 U.S.C. 2304 c(b)(5)). The public interest exception shall not be used unless Congress is notified in accordance with 10 U.S.C. 2304(c)(7).	16.505(b)(2)(i)(G)

JUSTIFICATION FOR AN EXCEPTION TO FAIR OPPORTUNITY		
Dollar Threshold	Requirement	FAR Citation(s)
Orders exceeding the micro-purchase 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: Identification of the agency and the contracting activity, and specific identification of the document as a “Justification for an Exception to Fair Opportunity”, and  Nature and/or description of the action being approved, and  A description of the supplies or services required to meet the agency’s needs (including the estimated value), and  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 acquisition requires use of the	16.505(b)(2)(ii)(B)

<sup>10</sup> Requirements for use of items peculiar to one manufacturer shall be justified and approved using the format(s) and requirements from FAR 16.505 (b)(2)(ii)(A), (B), and (C), modified to show the brand-name justification.

	<p>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> <p>A determination by the contracting officer that the anticipated cost to the government will be fair and reasonable Any other facts supporting the justification, and</p> <p>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, and</p> <p>The contracting officer's certification that the justification is accurate and complete to the best of his/her knowledge and belief, and</p> <p>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, and</p> <p>A written determination by the approving official that one of the statutory exceptions applies to the order</p>	
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JUSTIFICATION APPROVALS		
Dollar Threshold	Approving Official	FAR Citation(s)
Over the micro-purchase 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 \$750,000	Contracting officer (unless higher approval required by agency procedures)	16.505(b)(2)(ii)(C)(1)
Over \$750,000 but not exceeding \$15,000,000	Ordering activity competition advocate or authority cited below	16.505(b)(2)(ii)(C)(2)
Over \$15,000,000 but not exceeding \$68,000,000(\$100,000,000 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 \$75,000,000 (or (\$100,000,000 for DoD, NASA, and Coast Guard)	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 VII – RESERVED



## Appendix VIII – DPA Award and Modification forms

### DPA Award and Modification form – STARS III

#### BASIC AWARD - TASK ORDER INFORMATION FORM

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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.

Sub-Area (If applicable): Choose an item.

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.

Sole source at or below 8(a) competition threshold (including options)? Choose an item.

If sole source, SBA requirement number:

Number of Bids/Quotes/Offer:

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

Scope Review Process Utilized: Choose an item.

Ordering Contracting Officer's Name:



Ordering Contracting Officer's Email Address:

- **8(a) STARS III Task Order Awards:** Please attach this form, along with a complete copy of the Task Order, to an email addressed to [S3@gsa.gov](mailto:S3@gsa.gov).



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

Modification Obligated/Funded Amount:

Total Obligated/Funded Amount:

Ordering Contracting Officer's Name:

Ordering Contracting Officer's Email Address:

- **8(a) STARS III Task Order Modifications:** Please attach this form, along with a copy of the modification, to an email addressed to [S3@gsa.gov](mailto:S3@gsa.gov).



**DPA Award and Modification form – VETS 2**

BASIC AWARD - TASK ORDER INFORMATION FORM

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Task Order Number:

Project Title:

Contract Number:

Functional Area and/or Constellation:

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:

Issued using GSA Assisted Services: Choose an item.

Performance-based Contract: Choose an item.

Fair Opportunity Conducted: Choose an item.

Number of Bids/Quotes/Offer:

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:



- **VETS 2 Task Order Awards:** Please attach this form, along with a complete copy of the Task Order, to an email addressed to [vets2@gsa.gov](mailto:vets2@gsa.gov).



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

Modification Obligated/Funded Amount:

Total Obligated/Funded Amount:

Ordering Contracting Officer's Name:

Ordering Contracting Officer's Email Address:

- **VETS 2 Task Order Modifications:** Please attach this form, along with a complete copy of the Task Order, to an email addressed to [vets2@gsa.gov](mailto:vets2@gsa.gov)



## Appendix IX – Locality Definitions and Differentials

### 2025 Locality Definitions and Differentials<sup>11</sup>

The table below lists the geographically defined the locality pay areas for 2025 as published by the Office of Personnel and Management (OPM). Visit the [2025 Locality Pay Area Definitions](#) webpage to see the specific areas included. As described in Section B.8 of the STARS III master contract, the adjustment differentials are provided as a guideline for ordering agencies to use when adjusting labor rates on Orders with a place of performance outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area.

The optional adjusted maximum labor rates can be calculated using the following formula:

***Master Contract Maximum Labor Rate x Adjustment Differential = Adjusted Maximum Labor Rate***

**EXAMPLE:**

**Assuming a Maximum Rate of \$100 and performance in the Alaska locality**

**\$100 x 0.990 = \$99.00**

<a href="#">2025 Locality Definitions</a>	Adjustment from Washington-Baltimore-Arlington, DC-MD-VA-WV-PA baseline
Alaska	0.988
Albany-Schenectady, NY-MA	0.902
Albuquerque-Santa Fe-Las Vegas, NM	0.883
Atlanta--Athens-Clarke County--Sandy Springs, GA-AL	0.924
Austin-Round Rock, TX	0.899
Birmingham-Hoover-Talladega, AL	0.883
Boston-Worcester-Providence, MA-RI-NH-ME	0.990
Buffalo-Cheektowaga, NY	0.914
Burlington-South Burlington, VT	0.892
Charlotte-Concord, NC-SC	0.893

<sup>11</sup> These areas and rates are subject to change. Visit <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages> for current information.



Chicago-Naperville, IL-IN-WI	0.977
Cincinnati-Wilmington-Maysville, OH-KY-IN	0.910
Cleveland-Akron-Canton, OH	0.913
Colorado Springs, CO	0.897
Columbus-Marion-Zanesville, OH	0.912
Corpus Christi-Kingsville-Alice, TX	0.878
Dallas-Fort Worth, TX-OK	0.950
Davenport-Moline, IA-IL	0.888
Dayton-Springfield-Sidney, OH	0.907
Denver-Aurora, CO	0.974
Des Moines-Ames-West Des Moines, IA	0.881
Detroit-Warren-Ann Arbor, MI	0.964
Fresno, CA	0.878
Harrisburg-Lebanon, PA	0.892
Hartford-West Hartford, CT-MA	0.986
Hawaii	0.912
Houston-The Woodlands, TX	1.008
Huntsville-Decatur-Albertville, AL	0.910
Indianapolis-Carmel-Muncie, IN	0.882
Kansas City-Overland Park-Kansas City, MO-KS	0.888
Laredo, TX	0.908
Las Vegas-Henderson, NV-AZ	0.893
Los Angeles-Long Beach, CA	1.019
Miami-Fort Lauderdale-Port St. Lucie, FL	0.931

Milwaukee-Racine-Waukesha, WI	0.914
Minneapolis-St. Paul, MN-WI	0.953
New York-Newark, NY-NJ-CT-PA	1.030
Omaha-Council Bluffs-Fremont, NE-IA	0.883
Palm Bay-Melbourne-Titusville, FL	0.880
Philadelphia-Reading-Camden, PA-NJ-DE-MD	0.963
Phoenix-Mesa-Scottsdale, AZ	0.914
Pittsburgh-New Castle-Weirton, PA-OH-WV	0.904
Portland-Vancouver-Salem, OR-WA	0.942
Raleigh-Durham-Chapel Hill, NC	0.913
Reno, NV	0.877
Richmond, VA	0.913
Rochester, NY	0.880
Sacramento-Roseville, CA-NV	0.969
San Antonio-New Braunfels-Pearsall, TX	0.887
San Diego-Carlsbad, CA	0.998
San Jose-San Francisco-Oakland, CA	1.093
Seattle-Tacoma, WA	0.982
Spokane, WA	0.879
St. Louis-St. Charles-Farmington, MO-IL	0.896
Tucson-Nogales, AZ	0.891
Virginia Beach-Norfolk, VA-NC	0.887
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA	1.000
Rest of the United States	0.874