Alliant Small Business GWAC

Ordering Guide

GSA Federal Acquisition Service
Office of Integrated Technology Services
Small Business Governmentwide Acquisitions Center

www.gsa.gov/alliantsb

Version 10-25-2012

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We recommend the reader become familiar with the Alliant Small Business (SB) Contract and the entire Ordering Guide. This Ordering Guide contains Ordering Contracting Officer (OCO) and Industry Partner sections, plus various Appendices. These guidelines may be revised to update the process of awarding and managing orders. Updates to this publication, when they occur, will be available on the web www.gsa.gov/alliantsb. Questions concerning this guide should be directed to the Alliant SB GWAC Contracting Officer (CO) identified in Appendix II.

Introduction

The Alliant Small Business (SB) GWAC is a competitive multiple award, indefinite-delivery, indefinite-quantity small business set-aside contract. Alliant SB is a ten-year (five-year base, with a five-year option) contract that has a maximum contract value of $15 billion. The contract is designed to provide flexible and responsive information technology (IT) services and IT services-based solutions to federal agencies worldwide, while strengthening competitive opportunities in federal contracting for small businesses. Alliant SB offers advantages to pre-qualified small businesses to compete amongst a defined group of contract holders, while maintaining a competitive highly-qualified cohort of contractors for customer agencies.

Alliant SB enables federal agencies to fulfill their IT services and IT services-based solutions requirements and at the same time meet or exceed socioeconomic goals through the utilization of small businesses. With the exception of 8(a), federal agencies earn all other applicable procurement preference credits that each awardee possesses when awarding a task order.

This Ordering Guide is intended to help ordering offices and industry partners effectively use the Alliant SB GWAC to deliver best value. Information available to assist customer agencies in using the Alliant SB GWAC is available online at www.gsa.gov/alliantsb, and includes applicable pricing, a copy of the contract, contract modifications, and an industry partner listing.

Scope

All Alliant SB GWAC Orders shall clearly provide, as their principal purpose, IT services-based outcomes. In planning for and determining that an Order is intended to result in an IT services-based outcome, the analysis should span the prospective Order's full potential life cycle. The scope of the Alliant SB GWAC includes any and all components of an integrated IT services-based solution (see Appendix VI), including all current and any new technologies which may emerge during the life cycle of the Basic Contract, and IT systems and services in support of National Security Systems, as defined in FAR 39.002. The Basic Contract provides IT services and IT services-based solutions which may include the integration of various technologies and include ancillary support that the OCO deems necessary and integral to the IT services-based outcomes being acquired.

For the current definition of IT see Federal Acquisition Regulation (FAR) 2.101 (http://acquisition.gov/far/index.html). As the definition of IT changes over the lifecycle of the Basic Contract, the scope of the Basic Contract will be considered to coincide with the current definition at any given time. The primary NAICS Code for Alliant SB is 541512, but another IT services-based NAICS codes may also apply as the most appropriate NAICS code for given Order.

The geographical scope of coverage is worldwide and organizations authorized in GSA Order ADM 4800.2E (see Appendix IV) may use the Alliant SB GWAC. See Section B.11 of the contract: *Labor Outside the Continental United States (OCONUS)*

Ordering from Alliant SB

Access to the Alliant SB GWAC

Orders are awarded by warranted Contracting Officers who have received a written, GSA-issued, bi-laterally executed Delegation of Procurement Authority (DPA.) While the DPA process is explained in the next section, DPA holders typically participate in supporting their own agency (direct acquisitions), or other organizations (assisted acquisitions.) A memo from the Office of Management and Budget dated June 6, 2008, titled "Improving the Management and Use of Interagency Acquisitions" addresses these subjects, and establishes that using a GWAC, such as Alliant SB, is assumed to be in the Government's best interest.

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

2. **Assisted Acquisitions.** In this scenario an agency may elect to have an assisted acquisition organization provide full or partial acquisition program and/or project management services through the Order life cycle. The scope and terms of the assisted acquisition support are directly arranged by the customer agency with the assisted acquisition organization agency, which in turn will support the customer's Alliant SB requirements with a contracting officer holding an Alliant SB DPA.

Delegation of Procurement Authority

Federal contracting officers who wish to use Alliant SB must receive and will benefit from Alliant SB overview training (sometimes referred to as delegation of procurement authority training) leading to a written GSA-issued DPA (or "delegation".) A written GSA-issued DPA authorizes warranted customer agency Contracting Officers to become GWAC Ordering Contracting Officers (OCOs), and is required **prior** to awarding and for administering Orders.

The OCO training and written delegation requirement are beneficial because they provide a clear set of roles and responsibilities between the GWAC Contracting Officer and OCOs, orient the prospective OCO to the contract, and open the two-way dialogue between the future OCO and the GWAC CO, making it good for Government.

While delegation can only be granted to warranted Contracting Officers, all individuals involved on the customer agency acquisition team are encouraged to participate in the training.

No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written Order signed by an OCO having a written GSA-issued Alliant SB DPA.

There are various ways to receive Alliant SB DPA training:

1. **Conference Call Training** - To start the process of obtaining conference call delegation training, each Contracting Officer wanting delegation must submit the following information to the Small Business GWAC Center's alliantsb@gsa.gov inbox, or fax it to (816) 823-1608 (please place "Alliant SB delegation" in the subject line).

   - Agency name, bureau/command name (if any), individual(s) full name, street address, e-mail address, phone number and fax
   - Names of other individuals who may be participating in the contract overview training but not seeking delegation. W*e encourage all members of the procurement team to participate in the contract orientation.*
   - After receipt of this information, an Alliant SB PCO will contact the requestor(s) to set up the contract orientation.

   This contract orientation will take approximately 1 hour provided the caller has internet access. It is sometimes possible for a delegation to be granted the same day as the training, although typical cycle time is two business days.

2. **On-Site Training for Large Groups** - Please contact the Small Business GWAC Center for details at (877) 327-8732.

3. **Review and Understanding of the Alliant SB Ordering Guide** - A thorough review and understanding of the Alliant SB ordering guide will also satisfy the DPA training requirement. A current copy of the Alliant SB Ordering Guide can be found at www.gsa.gov/alliantsb. Since the Alliant SB Ordering Guide is subject to change, please check back periodically for updates.

Requesting a DPA through the GSA Alliant SB Website after Training is Completed
To request a DPA from the GSA Alliant SB website, please visit the Delegation of Procurement Authority section of the website found at www.gsa.gov/alliantsb. To initiate the request, complete and submit the DPA Request Form. A representative from the Small Business GWAC Center will typically respond within 24 hours of the request.

Delegation Portability
If an OCO leaves an organization, is reassigned, or a task order is reassigned, the OCO should inform the Small Business GWAC Center of the change. The OCO should identify a successor OCO in the event he/she is no longer responsible for the task order. Upon request, the Small Business GWAC Center will issue a new DPA to the OCO at the new organization without requiring retraining if significant time has not lapsed since the DPA training.

Ordering Information

The OCO is responsible for acquisition planning and conducting due diligence. The process by which to award a task order can be configured to agency needs, provided it is consistent with the Alliant SB GWAC, customer agency policy, FAR 16.505, and the National Defense Authorization Act (NDAA) of 2008's treatment of task order contracting, which is now contained in FAR 16.505. It is recommended that OCOs keep RFQ/RFP submission requirements to the necessary minimum, which can help 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.

Order Types
Authorized Order Types available under this GWAC are:

- Fixed-Price Family (FAR 16.2)
- Cost-Reimbursement (FAR 16.3)
- Time & Materials (FAR 16.6)
- Labor-Hour (FAR 16.6)
- Hybrid blends of the above types
- Incentives tied to the above Order Types (FAR 16.4)

If <u>not</u> using Fixed-Price Order Type, FAR 16.601(d) requires Contracting Officers to document the rationale which applies to other Order Types under Alliant SB. The determination and findings required by FAR 16.601 (d) requires a higher level of review. Please check agency guidance for the required level of review and approval. This is an area of increasing statutory, regulatory and policy guidance from Congress, the Office of Federal Procurement Policy and agencies.

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

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

A cost reimbursement contract may be used only when—

1. The factors in FAR 16.104 have been considered as follows:

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

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

Some Orders may have work containing a combination of contract types, i.e., Fixed-Price, Cost-Reimbursement, Time & Materials and Labor-Hour. The OCO is responsible for identifying the applicable Order type(s), and making the Order terms clear, which should be stated in the RFQ/RFP and resulting Order. See FAR Part 16.104 for factors in selecting contract types.

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, Pricing, and FAR 16.4, Incentive Contracts. See B.7.3 *Incentive* in the contract. This is an area of increasing regulatory oversight pursuant to Section 867 of NDAA 2009, P.L. 110-417.

Order Process
The Order process may be represented in six steps which represent a logical procurement sequence.

Step 1: Plan the Acquisition

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

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

- Are not required to adhere to the competition requirements in FAR Part 6, the policies in FAR 15.3 Source Selection or the Economy Act.

- Must comply with all FAR requirements for a bundled contract when the order meets the definition of "bundled contract" (See FAR 2.101(b)).

- Should consider the use of modular contracting to reduce program risk (see 39.103(a)) as required by Information Technology (IT) Reform Action 15 *and the 25 Point Implementation Plan to Reform Federal Information Technology (*See OMB "Contracting Guidance to Support Modular Development" dated 14 June 2012)

- Give special consideration to high risk contract types such as cost reimbursement and Time and Materials/Labor Hour. Document the rationale for selecting other than firm-fixed-price contracts (See FAR 7.103 (e) & (j) and FAR 7.105 (b) (3) respectively) and obtain required approvals.

- Shall document a Determination of Best Procurement Approach[1] (See FAR 17.502-1 General). A "Best Procurement Approach" is

    a) Required for both Directed and Assisted Acquisitions;
    b) Can be documented as part of an agency's planning document (e.g. acquisition plan) and;
    c) Does not require a formal Determination and Finding (D&F) or Justification & Approval (J&A) (See pages 4 & 5 of OMB Memorandum on "Improving the Management and Use of Interagency Acquisitions" dated June 6, 2008)

[1] *Note: The OMB memo uses the term "Best Interest Determination: which is synonymous with "Best Procurement Approach."*

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 scope of the Order and the contract.

Step 2: Define Requirement (SOW, PWA, SOO) and Develop Solicitation (RFP/RFQ)

Agencies are encouraged to use Performance-Based Service Acquisition (PBSA) to the maximum extent practicable. As a reminder, OCOs may request scope reviews at any time during the acquisition process and are encouraged to do so prior to soliciting proposals. Further guidance on complementary scope reviews can be found in "Scope Compatibility Reviews for Prospective Orders and Modifications" later in this section.

A best practice is to invest sufficient time and effort up front to write a clear high quality performance work statement that will enable offerors to clearly understand the requirement and needs of the agency. This will enable offerors to more accurately cost or price their proposals and submit higher quality technical proposals. Furthermore, it provides a baseline for the development of other parts of the solicitation, particularly the evaluation criteria technical proposal instructions which are discussed in the paragraph below "Solicitation (RFP/RFQ)". A clearly defined requirement also facilitates a more accurate independent cost estimate and prospectively more accurate budgeting for option periods. Potential post award benefits include minimizing the need for change orders better assessment criteria for assessing contractor performance and reduced claims and disputes.

Performance-Based Service Acquisition

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

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

- a performance work statement (PWS)
- measurable performance standards
- method of assessing contractor performance against performance standards
- performance incentives where appropriate

Performance Work Statement (PWS)
A PWS identifies the technical, functional and performance characteristics of the Government's requirements. The PWS describes the work in terms of the purpose of the work to be performed rather than how the work is to be accomplished or the number of hours to be provided**.**

Statement of Objectives (SOO)
A SOO is a variant of the PWS. It is often a very brief document, which summarizes key agency goals and outcomes, to which contractors respond with solutions. It is different from a PWS approach in that offerors are asked to develop and propose a PWS, technical approach, performance standards/metrics and acceptable quality levels (commonly called a Performance Requirement Summary), incentives/disincentives, a quality assurance surveillance plan (typically based upon commercial practices) and pricing. According to FAR 37.602(c)(1-6), at a minimum, a SOO should contain the following information:

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

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

Develop Solicitation (RFP/RFQ)
A solicitation may be in the form of a Request for Proposal (RFP) or a Request for Quote (RFQ). It must include a SOW/PWS/SOO, evaluation factor(s), contract type, period and place of performance, due date, applicable proposal instructions, and other information (e.g., agency specific clauses) identifiable to the work effort.

The RFP will include evaluation factors tailored to the specific requirement. Cost or price <u>must be</u> an evaluation factor for all task orders. Other factors should be limited to those few that are meaningful discriminators among competing offers on which a selection may be based. Investing sufficient time and effort up front to write clear, high-quality, requirements provides the government a baseline for the development of other parts of the solicitation particularly the evaluation criteria and technical proposal instructions. Clearly defined requirements facilitate a more accurate independent government estimate and more accurate budgeting. In addition, clearly defined requirements help industry to better understand the agency requirements and needs facilitating more accurate pricing and higher quality technical proposals. A well-defined PBSOW facilitates a better understanding of the requirement by a greater number of prospective offerors. This will promote enhanced competition as well as increased use of FFP contracts, the preferred contract type.

An additional best practice is to provide clear instructions for proposal preparation as well as keeping the required submissions to the minimum necessary. This combined with streamlined evaluation factors should result in reduced administrative costs and time for both the contractor and government in the proposal preparation and evaluation process. In addition, this facilitates increased competition and reduced procurement lead times, enabling contractors to provide more innovative solutions at better prices.

Additional FAR and/or Any Specific Provisions and Clauses
Additional FAR provisions and clauses that are complimentary to the existing Basic Contract FAR provisions and clauses may be added at the task order level. If the OCO intends to follow FAR Part 12, Acquisition of Commercial Items, he/she should structure the task order RFQ/RFP accordingly.

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added at the task order level so long as they are not inconsistent with the Basic Contract's terms and do not exceed its scope. Refer to FAR 52.101(b)(2)(i)(A-C) for examples of provisions and clauses.

The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order solicitations.

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

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

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

Step 3: Issue Solicitation - Offer Fair Opportunity
The Alliant SB contracts were awarded using a competitive small business set-aside process resulting in multiple awards. Since Alliant SB is a multiple-award, indefinite-delivery, indefinite-quantity contract, Fair Opportunity (refer to FAR 16.505(b)(1), and for DoD customers, refer to DFARS 216.505-70) must be given to all primes, unless an exception established in FAR 16.505(b)(2) (again, for DoD customers, refer to DFARS 216.505-70) applies.

It is a best practice to ensure that work statements are as specific and clearly defined as possible, commensurate with the applied Order type(s). It is also a best practice to keep RFQ/RFP submission requirement to the necessary minimum, which can promote competition.

FAR 16.505(b)(1) provides that each contractor shall be given a fair opportunity to be considered for each Order exceeding the micropurchase threshold. The method to obtain fair opportunity is at the discretion of the OCO, and it must be documented. The OCO is responsible for completing and documenting price reasonableness (where price analysis is warranted), and cost allowability, allocability and cost realism (where cost analysis is warranted).

In accordance with Federal Acquisition Regulation 16.505(b)(1)(iv), for task or delivery Orders in excess of **$5,000,000**, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless "all contractors" are provided the following (at a minimum):

1) A notice of the Order that includes a clear statement of the agency's requirements

2) A reasonable period of time to provide a proposal in response to the notice

3) Disclosure of the significant factors and subfactors, including cost or price, 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

5) An opportunity for a post-award debriefing if timely requested

The Government may disseminate RFI/RFQ/RFPs via e-mail, facsimile, GSA's e-Buy at www.gsa.gov/ebuy, commercial mail carrier or other electronic means as prescribed by the OCO's agency. Solicitation synopsis in FedBizOpps is not required or recommended under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the fair opportunity to be considered notification requirement.

Note to GSA OCOs: The Alliant SB GWAC contracts are available in ITSS in the Alliant SB contract family.

The following pertains to ALL task order competitions:

- 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, but if the announced evaluation structure replicates it, it increases the expectation it will be seen as such. If a FAR Part 15 task order solicitation process is not intended, it is a best practice to disclaim 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. A multi-phased best practice is provided below.

- Past experience may be evaluated at the prime or the subcontractor level depending on Ordering agency needs.

- Past performance was a criterion for Basic Contract award. OCOs are encouraged to use past performance as an evaluation criterion for task orders estimated to exceed $100,000. DoD activities have a FAR deviation 99-00002, issued 1-29-1999, requiring past performance to be evaluated for IT work exceeding $1,000,000.

- NDAA 2008 requires a <u>reasonable response time</u> be selected when providing fair opportunity to be considered (and, at equity, that's a best practice regardless of NDAA 2008.)

- Either tradeoff or low price - technically acceptable evaluations are valid best value methods, and are authorized at the RFQ/RFP level.

- The OCO may use oral presentations.

- The OCO must evaluate task order quotes and offers consistent with the evaluation methodology established for the procurement.

- The OCO may evaluate quotations and proposals without discussions, and if that is the intent, should make that a clear expectation in the Order RFQ/RFP. If the OCO intends to award using a methodology that includes discussions, that should be clearly identified in the Order RFQ/RFP.

Exceptions to the Fair Opportunity Process

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) (DoD customers refer to DFARS 216.505-70(b)). If an exception to the fair opportunity process is used, OCOs must ensure that justification, approval, and posting requirements are completed in accordance with FAR 16.505(b)(2)(ii). The only exception to justifications and posting requirements is the use of exception 6 below.

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.

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 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

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 contractor 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 contractors must be afforded a fair opportunity to be considered. Representatives from the Small Business GWAC Center are available for consultation on the various multi-phased approaches. Additional written guidance will be posted on the website under Best Practices.

Various multi-phased approaches are feasible. The best practice recommended by the Small Business GWAC Center is outlined below, and consists of two phases:

Phase One

1. Develop a preliminary RFQ or RFP that includes salient characteristics of the specific requirement (e.g. work synopsis, security clearance needs, specialized information, certifications required, deliverables, response requirements, etc.) and discloses the general basis on which selections will be made
    - Instruct contractors to inform the OCO of their affirmative interest in the competition by the date shown in the preliminary RFQ or RFP, or they will not be included in phase two (stating that a non-response in the affirmative will constitute an opt-out.)

- Establish a response deadline that makes sense for phase one, understanding that the bid/proposal effort for phase one is typically minimal for the prime contractors, unless more detailed information is required than what is suggested in this Phase One best practice (a few days will typically suffice – Alliant SB industry partners have an affirmative duty to actively monitor Alliant SB fair opportunity channels.)
- Transmit the preliminary RFQ/RFP to the entire list of awardees 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 Alliant SB industry partners, and provides proof that that it was posted. Industry partners are responsible for monitoring e-Buy and keeping their information in it current. GSA OCOs may also use GSA IT Solutions Shop and should select all contractors associated with Alliant SB.

2. Maintain a record of the preliminary RFQ/RFP transmittal and responses in the Order file to document use of fair opportunity procedures. Save transmission failure notices for the record. Make sure to reasonably triage and address any transmission failures to ensure fair opportunity to be considered is provided. Consult the Alliant SB CO for advice on transmission failures. Using E-Buy provides a high degree of assurance that fair opportunity to be considered has been provided even when an Alliant SB industry partner doesn't reply to an opportunity due to the business rules built into it for Alliant SB, and because contractors maintain their own registrations in that system, which is why it is recommended.
3. The OCO must include all Alliant SB contractors that have indicated interest in further consideration/opted-in for phase two, but not those who did not respond in the affirmative under phase one.

Phase Two

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

Step 4: Evaluate Proposals – Price & Other than Price

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

Pricing

If not using the Fixed-Price order type, FAR 16.601(d) requires Contracting Officers to document the rationale which applies to task orders under Alliant SB. The determination and findings required by FAR 16.601 (d) requires a higher level of review. Please check agency guidance for the required level of review and approval.

Some task orders may have work containing a combination of contract types, i.e., Fixed-Price, Cost-Reimbursement, Time & Materials and Labor-Hour. The Ordering agency is responsible for identifying the applicable order type(s), and making the task order terms clear, which should be stated in the RFQ/RFP and resulting task order.

As detailed in the FAR, price and cost analysis are two separate things. The OCO is responsible for completing and documenting price reasonableness (where price analysis is warranted), and cost allowability, allocability and cost realism (where cost analysis is warranted). When adequate price competition exists (see FAR 15.403-1(c)(1)), generally no additional information is necessary to determine price reasonableness. See B.7 *Order Pricing (All Order Types)* in the contract.

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

The Contract Access Fee (CAF) is 0.75% to be applied to the total price/cost for contractor performance as billed to the Government. On all task orders, regardless of order type, Contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). OCOs may require Contractors to include CAF in their offered Loaded Hourly Labor Rate on Time and Materials and Labor-Hour type task orders. The Contractor remits the CAF to GSA in accordance with Section G.9.5.

Fixed Price

The OCO must determine fair and reasonable pricing for all Fixed-Price orders in accordance with FAR 15.4, Contract Pricing, and FAR 16.2, Fixed-Price Contracts. See B.7.1 *Fixed Price* in the contract. OCOs may find the competitive T&M and L-H prices in Alliant SB to be useful in developing independent Government estimates for fixed-price work.

Cost Reimbursement

The OCO must determine cost allowability, allocability and realism and also must analyze and negotiate fees for all Cost Reimbursement orders. Refer to FAR 15.4, Contract Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

Contractors are required to have an adequate cost accounting system for Cost Reimbursable type task orders in accordance with FAR 16.301-3(a)(1). Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to: Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

The Government will reimburse the Contractor for all reasonable, allowable, and allocable costs agreed to in awarded task orders in accordance with FAR 31, Contract Cost Principles and Procedures. See B.7.2 *Cost Reimbursement* in the contract.

Cost reimbursement contracting is a highly specialized area, and is experiencing increasing regulatory oversight pursuant to Section 864 of NDAA 2009, P.L. 110-417. OCOs considering cost reimbursement contracting are reminded of their obligations under FAR 1.602-2.

Time and Materials and Labor-Hour

See B.7.4 (including B.7.4.1, B.7.4.2, and B.7.4.3) in the contract. Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type task orders only. The competitive Basic Contract rates are very useful pricing references for OCOs to incorporate into their price analyses for T&M and/or Labor-Hour order types. This pricing is posted on the Alliant SB website (www.gsa.gov/alliantsb) for the base period. 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. Basic contract line item prices are not de facto task order prices. Competition for task orders is expected to result in even more competitive task order pricing which the OCO should review for fairness and reasonableness in accordance with FAR 15.4, Contract Pricing, and FAR 16.601 Time and Materials Contracts.

The OCO is further authorized to establish different hourly rates suited to meet the Ordering agency's specific requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Contract Pricing, and FAR 16.601 Time and Materials Contracts when other considerations, such as OCONUS location (See Section B.11), or security clearances require deviation from established pricing. Contractors shall explain and justify in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract to the satisfaction of the OCO. OCOs need to perform an independent analysis before accepting any loaded rate that exceeds the rate in the basic contract. Upon request of the OCO, the Contractor shall provide other than cost or pricing data, to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

NOTE: There are various payments clauses applicable to non-commercial or commercial T&M or LH services procurements. The OCO should ensure that the applicable payments clause(s) is (are) clearly configured and assigned in each task order RFQ/RFP and resulting Order. The FAR prescription for use, and customer agency guidance on each potential payments clause choice and configuration, provides sufficient detail to enable the OCO to complete this responsibility. Please refer to Appendix X 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, Pricing, and FAR 16.4, Incentive Contracts. See B.7.3 *Incentive* in the contract. This is an area of increasing regulatory oversight pursuant to Section 867 of NDAA 2009, P.L. 110-417. OCOs considering incentives are reminded of their obligations under FAR 1.602-2.

Step 5: Task Order Award Documentation, Debriefings and Protests

Award Documentation

FAR 16.505(b)(5) -- Ordering, states that the OCO shall document in the Order file the rationale for placement and price of each Order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The contract file shall also identify the basis for using an exception to the fair opportunity in accordance with FAR 16.505(b)(2) – Exceptions to the Fair Opportunity Process. If the agency uses the logical follow-on exception, the rationale shall describe why the relationship between the initial Order and the follow-on is logical (e.g. in terms of scope, period performance or value)

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

Task orders may be issued on any Federal Agency authorized form. Task orders may 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 faxed or e-mailed to the Center at (816) 823-1608 or alliantsb@gsa.gov, respectively.

Announcement of Task Order Award
Announcement of task order award to all competing offerors is strongly encouraged when fair opportunity to be considered is provided, especially for awards greater than $5,000,000. It is generally not necessary to announce task order Awards in FedBizOpps.

Debriefing
In accordance with FAR 16.505 (b) (4), debriefings consistent with FAR 15.506, or authorized customer agency supplement, are required when timely requested for Orders greater than **$5,000,000**. The new debriefing requirement is an impetus for the recommendation that Order awards be announced in a verifiable way (see Ordering Guide topic "Announcement of Order Award"), as announcement will trigger the opportunity period for requesting timely debriefings. As the FAR indicates, while untimely debriefing requests may be granted, they are not required and may be summarily rejected as untimely.

Debriefings for Orders less than **$5,000,000** 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 Contractor submits a claim, ADR procedures may be applied to all or part of the claim. When ADR procedures are used after the issuance of a contracting officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

Order Level Protest
In accordance with FAR 16.505 (a)(9)(i) , no protest under **$10,000,000** is authorized in connection with the issuance or proposed issuance of an Order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the Order increases the scope, period of performance, or maximum value of the Contract. The Government Accounting Office (GAO) has exclusive jurisdiction over any protests greater than **$10,000,000.**

Ombudsman Process
In accordance with FAR 16.505(b)(6) [and 10 U.S.C. § 2304c(3)], complaints related to matters affecting Order award may be directed to the designated Ombudsman. See the Ombudsman Process in the Industry Partner section.

Step 6: Administer and Closeout Order

Quality Assurance – Contractor Surveillance
The OCO is responsible for insuring contractor performance meets the minimum requirements established in the Order, documenting the Order file and communicating with the contractor to ensure the government is receiving the contracted services. If contractor performance monitoring is delegated to a Contracting Officer 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 contractor.

Reporting Past Performance
At completion of task order performance, the customer agency is required by the FAR 42.1502, Policy to complete a past performance record for the contractor. We recognize customer agencies may already have established past performance systems they routinely utilize (i.e., CPARS or PPIRS), which are acceptable.

Reporting and Order Closeout
The DPA provides details about the reporting expectations for OCOs. The Alliant SB team is available to consult with OCOs about those requirements.

It is the OCO's responsibility to close out Orders per FAR 4.804 and 4.805 [DFAR 204.804 and 204.805]. Please provide a copy of close out modifications to the Center in accordance with the delegation of procurement authority. The documents may be faxed or e-mailed to the Center at (816) 823-1608 or alliantsb@gsa.gov respectively.

Other Ordering Considerations

Potential Organizational Conflicts of Interests
In the event a task order solicitation might create a potential or actual conflict of interest, the OCO should identify the potential or actual conflict and decide if a tasking 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.

Contractor Responsibility – Task Order Level
Overall responsibility has been determined for each GWAC contractor. However, in accordance with FAR 9.405-1 and the Office of Federal Procurement Policy Memorandum, "Contractor Responsibility Determinations and Indefinite-Delivery Contracts," dated April 16, 2002, it is highly recommended that OCOs complete and document an Excluded Parties List review on contractors they intend to award task orders to prior to making each task order award. This policy is also consistent with DFARS 209.405-1.

Task Order Funding
Funding for each task order shall be at the task order level. Incremental funding strategies may be used when consistent with customer agency policy.

Assuring IT Services are the Principle Purpose of Every Task Order
For the current definition of IT see Federal Acquisition Regulation (FAR) 2.101 (http://acquisition.gov/far/index.html).

OCO due diligence and consultation with the Center (refer to Appendix VII *Scope Compatibility Review Request*) are beneficial risk mitigation strategies for assuring potential work is a good fit for Alliant SB, especially for higher risk work areas. If you can respond affirmatively to the following four questions, your requirement is probably within scope:

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

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

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

- Ancillary Construction

- Business Process Re-engineering
- Cabling and Wiring
- Call Centers
- Contingency Planning
- Data Entry
- Disaster Preparedness/Recovery
- Documentation
- Enterprise Resource Planning
- Equipment Inventory and Maintenance
- Hardware/Software Maintenance
- Help Desk
- OCONUS Work
- Physical security
- Professional Services (i.e. Consulting, Project Management)
- Software Licensing/Software License Management

Higher risk work areas can often be configured in task orders if they are properly vetted and addressed. By the same token, under representation of IT services and over representation of ancillary support (non-IT services and/or products) can occur, and is problematic. The Small Business GWAC Center is pleased to partner with OCOs through DPA training, providing the Alliant SB GWAC contract on the Alliant SB website, providing the Alliant SB Ordering Guide on the Alliant SB website, and offering the Advance Scope Compatibility Review process in order to proactively advise OCOs in these matters.

OCOs considering higher risk work areas are reminded of their obligations under FAR 1.602-2.

Not Allowed on Alliant SB GWAC

- Renting/leasing *(it is permissible for a contractor to enter into rental or lease agreements to fulfill task order requirements for real and/or personal property, but the Government will not be a party to them) See Section H.5.1 in the Contract.*
- Blanket Purchase Agreements
- Orders for which IT services outcomes are not the principle purpose
- Orders for which supplies or software/hardware are the principle purpose

Scope Compatibility Reviews for Prospective Orders and Modifications
The Small Business GWAC Center offers OCOs the value-added opportunity to send in work statements and proposed modifications to existing Orders for advance scope compatibility review for the Alliant SB GWAC. This service is held on Tuesdays and Thursdays and is available at no cost. This quality assurance measure has been made available for those who would like assistance in determining overall scope fit of a prospective requirement on the Alliant SB contract vehicle.
To get started on these courtesy reviews, a customer should review www.gsa.gov/alliantsb "Alliant SB Scope Reviews" and do the following:

1. For a scope review, complete the Scope Compatibility Review Request Form available at www.gsa.gov/alliantsb, "Alliant SB Scope Reviews"

2. Send the scope compatibility review request form via email to sowreview@gsa.gov and include the following information with your request:
   - The GWAC you are targeting
   - Your statement of work(SOW) or statement of objectives (SOO)
   - The independent government cost estimate (IGCE), if available. Include labor categorized and hours or estimated dollar amounts with options and incumbent information. For more on pricing, see the "Pricing" page for your target GWAC.
   - Any specific questions you would like addressed
   - A deadline, if applicable

3. Place "SOW review for Alliant SB GWAC", or equivalent, in the subject line

What can be expected upon GSA receiving the completed request is a short turn-around time and a written determination on whether the Small Business GWAC Center deems the requirement a good overall fit for the Alliant SB GWAC based on the information that has been presented. The OCO will still be required to complete acquisition planning, work with legal and technical advisors if appropriate or required, conduct the procurement, perform due diligence, and document their process and evaluations.

Security Clearance Considerations for Classified Orders

Before issuing an RFI/RFQ/RFP for a classified Order, a determination should be made as to whether or not access to anything classified will be required during the RFI/RFQ/RFP (a/k/a "solicitation") process. Appropriately cleared personnel should manage work requiring clearance.

<u>If access is required during the solicitation process:</u>

All prospective contractors who may receive the RFI/RFQ/RFP must possess the appropriate facility clearance, safeguarding capability and personnel security clearance in Order to access the solicitation package. This may be ascertained by requiring proof of credentialing.

<u>If access is not required during the solicitation process:</u>

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

RFIs/RFQs/RFPs and Orders should specify if <u>facility security clearance</u> granted by a cognizant security agency (CSA) is required, and the highest required facility security clearance level. A DD254 (DoD Contract Security Clearance form) is commonly used in solicitations to present these requirements.

RFIs/RFQs/RFPs and Orders should specify if SENSITIVE COMPARTMENTED INFORMATION (having various compartments), TOP SECRET, SECRET, or CONFIDENTIAL industrial <u>personnel security clearances</u> (a/k/a "PCL") granted by a CSA are required. Unless the requiring activity has a bona-fide reason for precluding interim PCLs, they should be considered equivalent to non-interim PCLs. A DD254 is commonly used in solicitations to present these requirements.

RFIs/RFQs/RFPs and Orders should specify if CSA cleared <u>safeguarding</u> is required, and if required, the highest required level. The safeguarding level should not exceed the facility security clearance level. A DD254 is commonly used in solicitations to present these requirements.

If the agency requirement is for active facility security clearance and/or current PCLs as an award prerequisite, it should be identified in the RFI/RFQ/RFP. When required as a condition of award, the following sample language is suggested for the RFI/RFQ/RFP (and in the case of an RFI, it is advisory in nature only, and not intended to be a screen that is typically implemented at that juncture).

> The Government considers the requirement for _____(cite the applicable clearance(s) & safeguarding) _____ a definitive responsibility matter, i.e., Offerors must submit proof of these credentials before Order award. This proof shall be made available to the Government after the deadline for receipt of quotes/proposals within five (5) working days of the Government's request for it. Failure to submit that information within five (5) working days will be deemed a material nonconformity and result in your non-selection/offer rejection. Competitors are advised to have clearance documentation available when the Government requests it.

There are four different CSAs, all of which have equal authority: The Department of Defense, the Department of Energy, the Central Intelligence Agency, and the Nuclear Regulatory Commission. Reciprocity/equivalency of clearances between the CSAs is an evolving area and is not guaranteed. If the customer agency prefers or requires clearances from a particular CSA, the task order solicitation should state that.

Subcontracting

"Contractor team arrangement" means an arrangement in which—

(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
(2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

There are several joint-venture prime contractors are Alliant Small Business (ASB). While no new joint ventures may be formed on ASB in order to compete for task order opportunities, ASB prime contractors may agree with one or more other companies to have them act as its subcontractor(s) provided the ASB prime contractor complies with the Limitations on Subcontracting requirements per FAR 52.219-14"

In accordance with the 13 CFR 125.6, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. This is also in the contract in FAR Clause 52.219-14, Limitation on Subcontracting. All contract holders are responsible for managing the balance of workload being performed under their contract(s).

Contract sections G.8 establishes subcontracting tracking and reporting requirements for Alliant SB GWAC prime contractors. It is a requirement of the Alliant SB Industry Partners to submit semi-annual subcontracting reports to the Small Business GWAC Center. Prime contractors are responsible for performing greater than 50% of the work at the contract level per 52.219-14, and should also be expected to perform a meaningful amount on each Order to prevent pass-through situations. It is a best practice to require industry partners to disclose the amount of work they intend to perform with their own resources in quotations and proposals.

Contractor team arrangements 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. It is reasonable and routine that on larger tasks small business prime contractors may manage capacity building through subcontracting with other companies to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an Order, including options, when evaluating how much work the prime plans to perform for a given task order.

OCO consent to subcontract may be implemented in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. GWAC CO subcontractor consent is not required.

Task Order Duration
The Basic Contract term is one five-year base period with one five-year option period.

The term for each task order placed under the Basic Contract shall be specified in the individual task order. Under no circumstances may a new task order be placed under the Basic Contract if the Basic Contract is not in effect, has expired, or has been terminated.

Task orders may be awarded during the Alliant SB Basic Contract's life, which is also referred to as the Contract Ordering Period (COP). Therefore the COP, like the Basic Contract term, is for a five-year base period with one five-year option. Task orders may not be issued outside the COP.

A task order may be issued with a period of performance (PoP) consistent with Basic Contract section F.3, with or without option periods, provided:

1) The task order PoP is consistent with the customer agency's policy on task order duration and funding.
2) Task orders that may run beyond the final day of the underlying GWAC COP are limited to five years beyond the final day of the Basic Contract option, which means all task orders have to be substantially completed by February 2, 2024.

3) Multi-year contracting is one of the ways to structure a task order's PoP and is a highly specialized endeavor. OCOs considering multi-year contracting are reminded of their obligations under FAR 1.602-2.

Task order duration is not dependent upon the Center exercising the Basic Contract option. This means that an OCO can exercise a task order option period even if the Basic Contract is no longer available for new task orders. OCOs are required to document that task order options are in the best interest of the Government consistent with FAR 17.207, or authorized customer agency supplement. When citing options in an order, the full cost or price for the performance of the work must be established and evaluated in the initial order. Order duration is not dependent upon exercise of the Alliant SB option or expiration of Alliant SB. This means that an OCO can exercise an order option period even if Alliant SB is no longer available for new orders. OCOs are required to document that order options are in the best interest of the Government consistent with FAR 17.207, and applicable agency supplements.

Task Order Size Rerepresentation
The Small Business GWAC Center maintains a list, presently in spreadsheet format on the GSA Alliant SB website that provides the business size classification for each contractor as it pertains to their Alliant SB contract. Because there is often a delay between when a company becomes other than small, and it satisfying its obligation to report to GSA pursuant to FAR 52.219-28, Post-Award Small Business Program Rerepresentation, the Center recommends implementation of a task order size rerepresentation (OSR). OCOs have the discretion to require a re-representation of the prime contractor's size status as a condition of task order award and doing so will ensure small business credit is achieved. Please refer to Appendix XI, Task Order Size Re-representation for additional guidance, including sample language for task order solicitations.

Cancellation of Requirement
Cancellation of a task order RFQ/RFP is at the discretion of the OCO. Cancellation of a RFQ or RFP may be necessary and justified for any or all of the three (3) reasons listed below, 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:

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

Service Contract Act
The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the Service Contract Act (SCA) which is true if they are utilized for their intended purpose and not to principally perform more mundane work.

To the extent that any labor is subject to the SCA and within scope of a task order and the Basic Contract, the OCO must identify such work under a separate CLIN on the task order and apply wages in accordance with FAR 22.10, SCA Wage Determinations.
The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the SCA. Each task order must be tailored to include the appropriate clauses.

Davis Bacon & Construction
OCOs are reminded that the principle purpose of each task order shall be IT services. The OCO shall ensure the compatibility of appropriations. Refer to *Scope Compatibility Reviews for Prospective Task Orders and Modifications* in this Ordering Guide.

To the extent that construction, alteration and repair are subject to the Davis Bacon Act and within scope of a task order and the Basic Contract, the OCO must identify such work under a separate CLIN on the task order and apply wages in accordance with FAR 22.404, Davis Bacon Act Wage Determinations. Any

construction, alteration and repair shall be firm fixed price, even if other aspects of the task order are another type. It is recognized that modifications to construction line items may not initially be fixed price as the Government works through a change Order and/or modification process. In such situations the FAR instructs that such work should be fully definitized as soon as practicable, and certainly before closeout.

The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses.

Rights in Data
There are multiple Rights in Data clause clauses in the Basic Contract. The OCO should ensure that the applicable Rights in Data clause(s) is (are) clearly assigned in each task order solicitation and resulting task order. Rights in Data is a highly specialized area. OCOs are reminded of their obligations under FAR 1.602-2.

Rights Reserved by the Procuring Contracting Officer
Only Small Business GWAC Center PCOs are authorized to modify the Basic Contract terms and conditions of the Alliant SB GWAC. Only Small Business GWAC Center PCOs are authorized to delegate procurement authority. OCOs may not transfer delegation of procurement authority to a non-delegated Contracting Officer. Only a warranted OCO having written authority/delegation from the Alliant SB GWAC PCO may make any required change to a previously issued task order and the change must be in writing.

Appendix I - Roles and Responsibilities

GSA is designated by OMB to issue the Alliant SB GWAC under our purview, and with that designation rests oversight. In addition to reviewing task order scope and addressing any scope incompatibility, GSA reports the following to the OMB from time to time: 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 and 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). A specimen DPA is available in Appendix IX.

Alliant SB GWAC PCO

Award, Administer, and oversee the Basic Contract, which includes, but is 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 contractors regarding scope and acquisition regulations
- Help Ordering/requiring activities understand how Alliant SB can be used to meet IT requirements
- Conduct Meetings with Alliant SB prime contractors
- Review Subcontract Reporting and Quarterly Status Reporting

Requiring Activity

- Defines task order requirements
- Prepares SOW/SOO 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 (with Delegation of Procurement Authority for Alliant SB)

1. Compliance – You are expected to comply with the GWAC's terms and conditions, the GWAC's ordering guide, the Federal Acquisition Regulation (FAR) or authorized agency supplement or exception thereto, applicable agency-specific statutes and policies, and the additional responsibilities defined in this DPA.

2. Duration – This DPA is effective until the expiration of the respective GWAC contract or completion and closeout of the resultant Task Orders, whichever is later. You are also required to maintain a valid warrant authority. Notwithstanding the preceding, this DPA is as portable as your warrant. That is, if you change organizations and your warrant is still valid, the DPA is portable/you still maintain your DPA. However, if you change organizations and your warrant is no longer valid, this DPA is automatically revoked. In the event that you are re-warranted in a new federal organization (DoD or Civilian), a new DPA request will be expedited. The DPA cannot be redelegated.

3. Revocation – GSA may revoke this DPA at any time for failure to comply with treaty, law, regulation, ethical standards and applicable federal acquisition policies and procedures. GSA will be cognizant of the need to ensure Task Order continuity if such actions are initiated.

4. Scope Compliance – Ensure that Task Order work is within the GWAC's scope. The GWAC program team is available to assist with this determination at any time upon request. You may request a review of your requirements (e.g. Statement of Work/ Statement of Objectives) prior to Task Order solicitation/modification from the GWAC CO(s).

5. Administrative Reporting – Upon award, OCOs are responsible for entering Task Order information into the Federal Procurement Data System – Next Generation (FPDS-NG). In addition to FPDS-NG reporting, OCOs are required to provide a complete copy of the Task Order, e.g., the signature page, the work statement and the line items (equivalent to Sections A-J of the Uniform Contract Format, or equivalent if a commercial services Task Order), any subsequent modifications and the Task Order information form(s) included with this DPA to the respective GWAC's email address or fax number.

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

- Fair Opportunity – Ensure that all contractors are provided a fair opportunity to be considered in accordance with FAR 16.505(b)(1). Any 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 are completed in accordance with FAR 16.505(b)(2)(ii).
- Funding – Verify that funding is available. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- COR/COTR – If a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) is assigned to perform order monitoring functions, OCOs must ensure that the extent of their authority and responsibilities is clearly defined and agreed upon in accordance with FAR 1.602-2(d). OCOs must also ensure that any COR or COTR designated is properly equipped, trained and qualified to handle those responsibilities pursuant to their agency policy. The COR must be designated prior to award of a cost reimbursement Order. The designation must be in writing (e.g. specifying responsibilities, authorities, and limitations) and a copy must be provided to the contractor (See FAR 16.301(a)(4).
- Inverted Domestic Corporation (IDC)- OCO's must ensure that they do not award to IDCs when using appropriated funds--unless they get a waiver from the Head if the Contracting Activity (HCA). An IDC is a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), meaning that it's a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b).
- Task Order Protests, Disputes and Claims –Receive and respond to Task Order protests, disputes and claims. The warranting agency is responsible for the OCO's decisions and actions as a warranted contracting officer.
- Monitor, Evaluate and Report Contractor Task Order Performance – Assure contractor performance and support compliance with both Task Order and contract terms and conditions. Take appropriate action to maintain the Government's rights. OCOs should conduct contractor performance evaluations IAW FAR 42.15, and applicable agency policies. Interim performance evaluations are encouraged for each Task Order. OCOs

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

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

Only a warranted Contracting Officer having task order authority (OCO) may make any required change to a previously issued task order and the change must be in writing. For further information, contact Center personnel at alliantsb@gsa.gov or call toll free at (877) 327-8732.

Appendix II - Resources

Small Business Governmentwide Acquisition Contracts Center Resources

U.S. General Services Administration
Small Business GWAC Center
1500 East Bannister Road, Room 1076
Kansas City, MO 64131
Toll free: 1-877-327-8732
Fax: 816-823-1608
E-mail: alliantsb@gsa.gov
Web: www.gsa.gov/alliantsb

Matt Verhulst
Director, Contracts Division
816-926-1366
matthew.verhulst@gsa.gov

Jean Oyler
Business Operations Manager
816-823-3358
jean.oyler@gsa.gov

Greg Byrd
Alliant SB Contracting Officer
816-823-4356
greg.byrd@gsa.gov

Dean Cole
Alliant SB Business Development Specialist
816-823-2465
dean.cole@gsa.gov

For a list of the entire Small Business GWAC Center staff, go to: www.gsa.gov/sbgwac

Appendix III - Important Documents Websites and E-mail Addresses

Small Business Government-Wide Acquisition Contracts Center, Alliant SB GWAC
www.gsa.gov/alliantsb
E-mail: alliantsb@gsa.gov

Federal Acquisition Regulations
http://acquisition.gov/comp/far/index.html

Federal Procurement Data System – Next Generation
https://www.fpds.gov/

Central Contractor Registration
http://www.ccr.gov/

Small Business Administration
http://www.sba.gov/

Local Resources at SBA
http://www.sba.gov/localresources/index.html

Section 508 Accessibility Standards
http://www.access-board.gov/sec508/standards.htm

GSAM-General Services Administration Acquisition Manual
http://acquisition.gov/comp/gsam/gsam.html

e-Buy
www.ebuy.gsa.gov

e-Library
www.gsaelibrary.gsa.gov

Information Technology Solutions Shop (ITSS)
http://itss.gsa.gov

Appendix IV – Eligibility to Use GSA Sources of Supply

GSA Order ADM 4800.2G, Eligibility to Use GSA Sources of Supply and Services provides detailed information regarding the agencies and organizations that are eligible to use GSA Schedule contracts.

These include:

- All federal agencies and activities in the executive, legislative and judicial branches
- Government contractors authorized in writing by a federal agency pursuant to 48 CFR 51.1
- Mixed ownership government corporations (as defined in the Government Corporation Control Act)
- The government of the District of Columbia and
- Other activities and organizations authorized by statute or regulation to use GSA as a source of supply

The GSA Order also provides definitive guidelines concerning eligibility requirements and limitations for a variety of other GSA sources of supply and services. Eligible agencies and organizations are specified in the appendices.

Appendix V - Glossary

Center	The Small Business GWAC Center
CO	Contracting Officer
COR	Contracting Officer's Representative
e-Buy	Electronic Request for Quote (RFQ) / Request for Proposal (RFP) system designed to allow Federal buyers to request information, find sources, and prepare RFQs/RFPs online: http://www.ebuy.gsa.gov
e-Library	On-line research tool for buyer and seller to find information about GSA GWACs:
Fair Opportunity	Fair Opportunity to compete will normally be provided to all Contract holders on all RFQ/RFP/Orders exceeding $3,000.00, unless a fair opportunity exception found in Federal Acquisition Regulation (FAR) 16.505(b)(2) applies. The Fair Opportunity process complies with Section 803 of the National Defense Authorization Act.
FAR	Federal Acquisition Regulations
FFATA	Federal Funding and Accountability Transparency Act: www.ffata.org
FPDS-NG	Federal Procurement Data System – Next Generation: www.fpds.gov
GSA	General Services Administration
GWAC	Governmentwide Acquisition Contract in accordance with FAR 2.101 is a task order or delivery order contract for information technology established by one agency for Governmentwide use that is operated— (1) By an executive agent designated by the Office of Management and Budget pursuant to 40 U.S.C. 11302(e); or (2) Under a delegation of procurement authority issued by the General Services Administration (GSA) prior to August 7, 1996, under authority granted GSA by former section 40 U.S.C. 759, repealed by Pub. L. 104-106. The Economy Act does not apply to task orders under a Governmentwide acquisition contract.
IDIQ	Indefinite-Delivery Indefinite-Quantity (see also FAR Part 16)
IT	Information Technology, see FAR 2.101 for definition
ITSS	IT Solutions Shop-web location for sales reporting and GSA Ordering https://web1.itss.gsa.gov, www.itss.gsa.gov
NAICS	For the purposes of the Alliant SB GWAC contract the primary NAICS Code is designated as 541512.
NDAA 2008	The National Defense Authorization Act of 2008
OCO	Ordering Contracting Officer

PCO	Procuring Contracting Officer
RFQ/RFP/RFI	Request for Quote, Request for Proposal, Request for Information
SBGWAC	Small Business Governmentwide Acquisition Contracts Center

Appendix VI - Components of an IT Solution

The Alliant SB contractor shall provide Infrastructure and related services, Applications and related services, and IT Management Services to support agencies' integrated IT solution requirements. Integrated IT solutions are comprised of some or all components described in Section C.3 of the contract and may be tailored to meet agencies' mission needs.

The following components of an IT solution are examples of work that might be performed. This list is not meant to be all-inclusive, but rather general indications of the types of products or services within a given category. Other products and services not listed as examples which adhere to the definition for each section may also be within scope. When in doubt about scope, or simply out of an abundance of caution, contact the Alliant SB GWAC Procuring Contracting Officer for guidance. See Scope Compatibility Review section.

C.3.1 Infrastructure

Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services (C.3.2) and IT Management Services (C.3.3); the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components.

Infrastructure services facilitate the development and maintenance of critical IT infrastructures required to support Federal Government business operations. This section includes the technical framework components that make up integrated IT solutions. One or any combination of these components may be used to deliver IT solutions intended to perform a wide array of functions which allow agencies to deliver services to their customers (or users), whether internal or external, in an efficient and effective manner.

Infrastructure includes hardware, software, licensing, technical support, and warranty services from third party sources, as well as technological refreshment and enhancements for that hardware and software.

This section is aligned with the FEA/DoDEA Technical Reference Model (TRM) which describes these components using a vocabulary that is common throughout the entire Federal Government. A detailed review of the TRM is provided in **Section J, Attachment 5.**

Infrastructure includes complete life cycle support for all hardware, software, and services represented above, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition of these components. The services also include administration and help desk functions necessary to support the IT infrastructure (e.g., desktop support, network administration).

Infrastructure components of an integrated IT solution can be categorized as follows:

C.3.1.1 Service Access and Delivery

These components are responsible for facilitating the end-to-end collection and distribution of data that is either entered or requested by a user. These components include all functions necessary to communicate in a client-server environment. Examples of these components

include, but are not limited to, web browsers, VPN, RADIUS, Peer-to-peer, Section 508 compliance, HTTP, FTP, SMTP.

C.3.1.2 Service Platform and Infrastructure

These components include all functions necessary for processing and storing data. These components provide and manage the resources available for Application Services (C.3.2). Examples of these components include, but are not limited to, desktops, laptops, servers, mainframes, routers, switches, printers, ATM, T1, DSL, Ethernet, Windows/UNIX, Java/.NET; web server/portal; database, data storage, data warehouse; *software development tools*: testing, modeling, versioning, configuration management.

C.3.1.3 Component Framework

These components consist of the design of application or system software that incorporates interfaces for interacting with other programs and for future flexibility and expandability. These components define higher level logical functions to provide services in a way that is useful and meaningful to users and other Application Services (C.3.2). Examples of these components include, but are not limited to, digital certificates, biometrics; *business logic*: JavaScript, Visual Basic; *data interchange*: SOAP, RDF; *data management*: SQL, ODBC, OLAP.

C.3.1.4 Service Interface and Integration

These components define the discovery, interaction and communication technologies joining disparate systems and information providers. Application Services (C.3.2) leverage and incorporate these components to provide interoperability and scalability. Examples of these components include, but are not limited to, MOM, ORB, EAI. XML, EDI, WSDL, UDDI.

C.3.2 Application Services

Application Services provide support for all applications and collaborative service capabilities. These services include support for developing and implementing enterprise and departmental-level applications. These applications may be “cross-cutting” in nature, with inter-related service processing components extending across/beyond the enterprise, or unique to a particular agency/department’s mission requirements.

Application Services are aligned with the FEA/DoDEA Service Component Reference Model (SRM). The Contractor shall support all “service domains” outlined in the FEA SRM, to enable the advancement of business and performance objectives. These “service domains” identify the service capabilities required by Federal Government agencies to support enterprise/departmental processes and applications.

The Contractor shall promote, to the maximum extent practicable use of commercially available technologies (e.g. Commercial Off-the-Shelf (COTS) and non-developmental items) to support Federal Government agencies’ IT solution requirements. The Contractor shall provide competencies to employ agencies’ enterprise architectures (EAs) as required by individual Orders, to support IT solutions development and implementation and alignment with the FEA.

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition.

In conjunction with the Application Services supporting each of the Service Domains defined in the FEA/DoDEA SRM, the Contractor shall provide Applications Services for systems required to support unique agency and departmental-level mission requirements, as specified in individual

Orders. These services include support for existing and/or new/emerging mission requirements not yet served by the FEA model.

The following represents either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

C.3.2.1 Customer Services

Customer Relationship Management (CRM): All aspects of the CRM process, including planning, scheduling, and control activities involved with service delivery. The service components facilitate agencies' requirements for managing and coordinating customer interactions across multiple communication channels and business lines.

Customer Preferences: Customizing customer preferences relative to interface requirements and information delivery mechanisms (e.g., personalization, subscriptions, alerts and notifications).

Customer Initiated Services: Initiating service requests and seeking assistance from Government agencies via online communication channels (e.g., online help, tutorials, self-service, reservation/registration, multilingual support, scheduling).

C.3.2.2 Process Automation

Tracking and Workflow: Automated routing, tracking, and management of documents (e.g., process tracking, case management, conflict resolution).

Routing and Scheduling: Automated distribution and scheduling activities (e.g., inbound/outbound correspondence management).

C.3.2.3 Business Management:

Process Management: Development and implementation of standard methodologies and automated process management systems, to facilitate agencies' requirements for managing and monitoring activities surrounding their core business operations (e.g., change management, configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

Organizational Management: Collaboration and communication activities (e.g., workgroup/groupware, network management).

Investment Management: Selecting, managing, and evaluating agencies' investments and capital asset portfolios (e.g., strategic planning/management, portfolio management, performance management).

Supply Chain Management: All aspects of supply chain management, from the initial sourcing phase through customer delivery (e.g., procurement, sourcing management, inventory management, catalog management, Ordering/purchasing, invoice tracking, storefront/shopping cart, warehouse management, returns management, logistics/transportation).

C.3.2.4 Digital Asset Services

Content Management: Content development, maintenance, updates, and distribution (e.g., content authoring, content review/approval, tagging/aggregation, content publishing/delivery, syndication management).

Document Management: Capturing, indexing, and maintaining documents (e.g., document imaging, optical character recognition (OCR), document revisions, library/storage, review/approval, document conversion, indexing/classification).

Knowledge Management: Collecting and processing data from multiple sources and generating information to support business requirements (e.g., information retrieval, information mapping/taxonomy, information sharing, categorization, knowledge engineering, knowledge capture/distribution/delivery, smart documents).

Records Management: Administration of official Government records (record linking/association, record storage/archival, document classification, document retirement, digital rights management).

C.3.2.5 Business Analytical Services

Analysis and Statistics: Applying analysis and statistics to examine/resolve business issues (e.g., mathematical, structural/thermal, radiological, forensics).

Visualization: Transforming data into graphical or image form (e.g., graphing/charting, imagery, multimedia, mapping/geospatial/elevation/global positioning systems (GPS), computer-aided design (CAD)).

Knowledge Discovery: Identifying and extracting information from multiple data source containing files stored in various formats (e.g., data mining, modeling, simulation).

Business Intelligence: Collecting information relevant to historical, existing, or future business needs (e.g., demand forecasting/management, balanced scorecard, decision support planning).

Reporting: Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, on-line analytical processing (OLAP)).

C.3.2.6 Back Office Services

Data Management: Creating, using, processing, and managing data resources (e.g., data exchange, data mart, data warehouse, meta data management, data cleansing, extraction and transformation, data recovery). The data management services include support for agencies' use of the FEA/DoDEA Data Reference Model (DRM). For more information about the FEA/DoDEA DRM, see **Section J, Attachment 5**.

Human Resources: Recruitment, training, and management of Government personnel (e.g., recruiting, career development/retention, time reporting, awards/benefit management, retirement management, education/training, travel management).

Financial Management: Government financing and accounting activities (e.g., billing and accounting, credit/charge, expense management, payroll, payment/settlement, debt collection, revenue management, internal controls, auditing, activity based management, currency translation).

Asset/Material Management: Acquisition and management of Federal Government assets (property/asset management, asset cataloging/identification, asset transfer/allocation/maintenance, facilities management, computers/automation management).

Development and Integration: Development and integration of systems across diverse operating platforms (e.g., legacy integration, enterprise application integration, data integration, instrumentation/testing, software development).

Human Capital/Workforce Management Development and Integration: Planning and supervisory operations surrounding Government personnel (e.g., resource planning/allocation, skills management, workforce directory/locator, team/organization management, contingent workforce management).

C.3.2.7 Support Services

Security Management: Assuring desired levels of protection for Federal systems, data, and related assets are achieved (e.g., identification/authentication, access control, encryption, intrusion detection, verification, digital signature, user management, role/privilege management, audit trail capture/analysis).

Collaboration: Communications, messaging, information sharing, scheduling and Task management activities (e.g., email, threaded discussions, document library, shared calendaring, Task management).

Search: Searching, querying, and retrieving data from multiple sources (e.g., precision/recall ranking, classification, pattern matching)

Communications: Voice, data, and video communications in multiple formats and protocols (e.g., real time chat, instant messaging, audio/video conferencing, event/news management, community management support, computer/telephony integration, voice communications).

Systems Management: All aspects of systems management (e.g., software distribution/license management, configuration/installation, remote systems control, enhancements/service updates, system resource monitoring, helpdesk support/issue tracking).

Forms Management: Creating, managing, and processing online forms to support business operations (e.g., forms creation, modification).

C.3.2.8 DoDEA Mission Area Support

The Alliant SB Basic Contract provides support for the DoDEA reference models relating DoD's specialized mission, business, and program areas. Though the DoDEA is an emerging standard, policy and procedures have been formalized for maintaining, evolving, and using the DoDEA reference models.

The DoDEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Alliant SB Basic Contract includes IT support services for DoD's Global Information Grid (GIG) architecture, Business, Warfighter, Intelligence, and Enterprise Information Environment (EIE) mission areas. More detailed information about DoDEA may be found in **Section J, Attachment 5.**

C.3.3 IT Management Services

IT Management Services provide support for operations and IT resource management requirements across the Federal Government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with Federal Government business operations.

IT Management Services provide support for all Government lines of business, functions, and service components that comprise the FEA/DoDEA Performance Reference Model (PRM) and Business Reference Model (BRM). For more information about the PRM and BRM, see **Section J, Attachment 5**.

IT Management Services shall enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support Government agencies' mission requirements and service delivery operations. The services include, but shall not be limited to, support for the following functions:

C.3.3.1 Controls and Oversight

Development and implementation of management controls and systems required by agencies to evaluate, manage, and monitor program performance relative to IT initiatives (e.g., agency, program, and project-level performance plans for IT initiatives; performance measures to support evaluation and reporting requirements for IT initiatives in compliance with FEA/DoDEA PRM standards, etc.).

C.3.3.2 Risk Management and Mitigation

Identification of risk and preparation of risk management plans for IT projects, initiatives, and ongoing operations. Contingency planning to ensure continuity of IT operations and service recovery during emergency events (e.g., risk assessments to determine contingency planning requirements for IT operating environments; develop/maintain contingency, COOP, and disaster recovery plans for IT components, develop/implement emergency preparedness systems).

C.3.3.3 Regulatory Development

Facilitate the development of IT policies, guidelines and standards to facilitate implementation of Federal laws and regulations. The services include support for development, implementation and maintenance of systems to support agencies' IT regulatory development, compliance, and enforcement activities (e.g., monitoring/ inspection/auditing of IT regulated activities to ensure compliance).

C.3.3.4 Planning and Resource Allocation

Facilitate the planning of IT investments, as well as determine and manage managing overall IT resources to efficiently and effectively support agencies' mission operations. This service area includes, but shall not be limited to support for the following functions:

Budget Formulation/Execution: Facilitate the integration of budgets and plans, at agency and departmental levels, to effectively link IT functions, activities, and resources with mission objectives.

Capital Planning: Facilitate the selection, management, and evaluation of IT investments relative to Federal Government agencies' overall capital asset portfolios.

Enterprise Architecture (EA): Development and use of EA work products to manage current and future needs of Federal Government business operations (i.e., "baseline" and "target" architectures). The services include transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities." The services shall provide support relative to Federal Government mandates for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of Federal lines of business and other cross-Governmental initiatives (e.g., SmartBUY, IPv6, HSPD-12).

Strategic Planning: Facilitate the effective alignment of IT requirements/IRM plans with strategic business plans and program initiatives.

Management Improvements: Development and implementation of improved systems and business practices to optimize productivity and service delivery operations (e.g., analysis, and implementation of improvements in the flow of IT work and program processes and tool utilization, including business system analysis, identification of requirements for streamlining, re-engineering, or re-structuring internal systems/business processes for improvement, determination of IT solution alternatives, benchmarking).

C.3.3.5 IT Security

Development and implementation of management, operational, and technical security controls required by agencies to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform certification and accreditation (C&A) activities; provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.3.3.6 System and Network Controls

Facilitate the planning, development, implementation, and management of system and network control mechanisms to support communication and automated needs. Facilitate the planning, organizing, coordinating, and controlling of the arrangement of the elements of protection and monitoring capabilities, and incident recovery actions of the information environment. The process takes configuration Orders; status reports; and operational and functional performance requirements as inputs and provides performance capabilities and service and infrastructure controls as outputs.

System and network controls are controlled by environment standards such as policy and operational guidance. The service control requirements enable network controls and operational performance capabilities.

C.3.4 Ancillary Services

The Contractor shall provide ancillary services in support of an integrated IT solution. The ancillary services described here may only be included in an Order when they are integral to and necessary for the IT effort. Ancillary services may include, but are not limited to, such Tasks as: clerical support, data entry, training, subject matter expertise, and construction, alteration, and repair.

C.3.4.1 Telecommunications/Wireless

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is incidental to a larger IT initiative. Contractors are authorized to use Government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

Appendix VII - Scope Compatibility Review Request

In Order to expedite your request for a scope review, please attach 1) this completed form, using additional pages as necessary, along with 2) the work statement and 3) a detailed Government estimate (if any) to an email addressed to SOWreview@gsa.gov.

Project Name _____

Project Number _____

Agency _____

Contracting Officer

Name _____

Phone Number _____

E-mail _____

Program Contact

Name _____

Phone Number _____

E-mail _____

Estimated Task Order Amount Inclusive of Options _____

(Attach detailed Government estimate, if any)

Best fit NAICS code for Project _____

Estimated Solicitation Date _____

Desired Award Date _____

Estimated Period of Performance _____

Acquisition History _____

Desired IT Services GWAC (select one): 8(a) STARS ☐ VETS ☐ COMMITS NG ☐ ALLIANT SB ☐

Functional Area Selection _____

Proposed Order Type: (check all that apply) Fixed-Price ☐ Time & Materials ☐ Labor-Hour ☐ *Cost ☐

*The Cost Order type is applicable to Commits NG and Alliant SB only

Provide the Estimated Task % that is:

***IT Services** _____% **Services but non-IT** _____% **Product** _____% **Travel**_____%

***Please utilize the definition provided in FAR 2.101 for "Information Technology" when determining the IT Services percentage. These percentages are merely guides to help review the nature of the requirement, and, of themselves, are not deterministic of the principal purpose.**

Appendix VIII - Claiming Socioeconomic Credit in FPDS-NG

Ordering agencies and third party assisted contracting services are required to report all task orders greater than the micropurchase threshold in FPDS-NG, www.fpds.gov in accordance with FAR 4.603. Proper reporting ensures socioeconomic credit will be received.

The FPDS-NG user's guide is on the Internet at:

http://www.fpdsng.com/downloads/FPDS_NG%20Users%20Manual.pdf

Direct Acquisition Coding

Direct acquisition is when agency Contracting Officers obtain delegation of authority from the Center to utilize the Alliant SB GWAC in support of their own agency's procurements.

It is the Ordering agency's responsibility to report Orders in FPDS. This is accomplished via agency specific guidelines and methods for reporting these awards (direct FPDS-NG data entry or through a feeder system).

Some of the information being reported will include:

- Contracting Office Agency ID* (FPDS-NG user's guide 3.4.1)
- Contracting Office Agency Name (FPDS-NG user's guide 3.4.2, auto populates from the ID above)
- Contracting Office ID* (FPDS-NG user's guide 3.4.3)
- Contracting Office Name (FPDS-NG user's guide 3.4.3, auto populates from the ID above)
- FIPS 95 codes associated with the agency

The following information is an excerpt from the FPDS-NG User's Manual at Section 3.4 captioned "**PURCHASER INFORMATION**". When an agency is reporting its own task orders, it must fill in the contracting office agency ID and contracting office ID. The socioeconomic credit is tied to the organization when the rest of the task order information is matched up as an Order against the applicable Alliant SB GWAC contract number (referenced IDV). For DoD Agencies, the task order takes on all of the characteristics of the parent GWAC (referenced IDV). When Ordering for a customer agency, fill out the contracting office agency ID and contracting office ID, and **also** fill in the funding agency ID and funding office ID for the customer agency to transfer the socioeconomic credit to the customer:

PURCHASER INFORMATION

CONTRACTING OFFICE AGENCY ID [A]

FPDS-NG automatically populates this field based on the user's profile. This code cannot be changed when the document is in final status unless a modification to specifically transfer responsibility to another office is issued. This field uses FIPS 95 codes to identify contracting office agencies.

CONTRACTING OFFICE AGENCY NAME [A]

FPDS-NG automatically populates this field based on the name associated with the Contracting Office Agency ID in FIPS 95.

CONTRACTING OFFICE ID [R]

Enter the FIPS 95 code that identifies the contracting office.

CONTRACTING OFFICE NAME [A]

FPDS-NG automatically populates this field based on the name associated with the Contracting Office ID in FIPS 95.

FUNDING AGENCY ID [R]

Enter the code that corresponds to the DoD automatic addressing code (DoDAAC) for the funding agency on the attached list found at this link:

FUNDING AGENCY NAME [A]

FPDS-NG automatically populates the agency name based on the code entered in the Funding Agency ID.

FUNDING OFFICE ID [R]

Enter the DoD automatic addressing code (DoDAAC) identified on the purchase requisition and representing the transaction's requisitioner, not the pay office or accounting station DoDAAC. If Funding Agency is DOD, then Program/Funding Office Code must have a value from the DODAAC.

FUNDING OFFICE NAME [A]

FPDS-NG automatically populates the office name based on the code entered in the Funding Office ID.

FUNDED BY FOREIGN ENTITY [R]

Check the box if a foreign Government or international organization bears some of the cost of the acquisition (this includes Foreign Military Sales).

REASON FOR INTER-AGENCY CONTRACTING [R]

The reason for purchase must be a valid value from the FPDS-NG data dictionary. If program/funding agency code is DOD and product/service code begins with 70, D3, H170, H270, H370, H970, J070, K070, L070, N070, U012, or W070, then reason for purchase must not be blank. Otherwise, leave blank. When the contracting agency or the funding agency is DOD and this procurement is for computer hardware or services, select a value for the reason certified by the funding office.

Claiming Socioeconomic Credit – Civilian Agency Coding

In addition to the above, Civilian Agencies would need to code actions against Set Aside GWACs as follows:

EXTENT COMPETED

Should be coded either "Competitive Delivery Order" or "Noncompetitive Delivery Order". If fair opportunity to be considered was provided, select "Competitive Delivery Order". If an exception to fair opportunity to be considered was used, then select "Noncompetitive Delivery Order".

SOLICITATION PROCEDURES

Will be "Negotiated Proposal/Quote" or "No Solicitation Procedures Used"

TYPE OF SET-ASIDE

Should be coded "No Set-Aside Used". Since the entire GWAC (referenced Indefinite Delivery Vehicle (IDV)) is set-aside, there is no requirement set aside the individual tasks.

EVALUATED PREFERENCE

Should be "No Preference Used"

Assisted Contracting Services Coding

Assisted Contracting Services are when an agency chooses to use a third party to Order, award and administer task orders for them. This is optional and is a determination made solely by the agency.

If the Ordering agency chooses to use a third party to procure the services for them the third party will typically report the Order in FPDS-NG against the proper contract vehicle. The third party will typically report information about itself and ALSO report information about the customer, which gives the agency that chose to use the third party proper socio-economic credit.

Some of the information reported by the third party about itself includes:

- Contracting Office Agency ID (FPDS-NG user's guide 3.4.1)
- Contracting Office Agency Name (FPDS-NG user's guide 3.4.2, auto populates from the ID above)
- Contracting Office ID (FPDS-NG user's guide 3.4.3)
- Contracting Office Name (FPDS-NG user's guide 3.4.3, auto populates from the ID above)

Some of the information reported by the third party about the customer includes:

- Funding Agency ID* (FPDS-NG users' guide 3.4.5)
- Funding Agency Name (FPDS-NG user's guide 3.4.6, auto populates from the ID above)
- Funding Office ID* (FPDS-NG user's guide 3.4.7)
- Funding Office Name (FPDS-NG User's guide 3.4.8, auto populates from the ID above)

* These IDs are the FIPS 95 codes used by the customer

When using a third party assisted contracting service, it is useful for the customer to inform the third party of the FIPS 95 funding codes to use when reporting the Funding Agency ID and the Funding Office ID.

To guarantee the proper socio-economic credit is received, it is important for the customer to ensure that the FIPS 95 codes are as specific as desired. If the customer finds that their agency's funding IDs are not as specific as they would like, this can be updated through the FIPS update process.

In addition to the above information being reported in FPDS, it is mandatory for the agency to report the reason for purchase. Please reference section 3.4.10 of the FPDS-NG user's guide for specific information regarding this requirement.

This must be a valid value from the FPDS-NG data dictionary. If program/funding agency code is DOD and product/service code begins with 70, D3, H170, H270, H370, H970, J070, K070, L070, N070, U012, or W070, then reason for purchase must not be blank. Otherwise, leave blank. When the contracting agency or the funding agency is DOD and this procurement is for computer hardware or services, select a value for the reason certified by the funding office. See information above regarding FPDS and Civilian Agency Coding.

Appendix IX – Specimen Delegation of Procurement Authority

A specimen Delegation of Procurement Authority is presented below to promote clear roles and responsibilities of the parties.

MEMORANDUM FOR: Ordering Contracting Officer (OCO)

FROM: John Cavadias
GWAC Contracting Officer - **Alliant**
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SUBJECT: Delegation of Procurement Authority (DPA) for OCO to Compete, Award and Administer Task Orders (a/k/a "Orders")

GWACs: **Alliant and Alliant Small Business**

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

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

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

3. **Revocation** – GSA may revoke this DPA at any time for failure to comply with treaty, law, regulation, ethical standards and applicable federal acquisition policies and procedures. GSA will be cognizant of the need to ensure Task Order continuity if such actions are initiated.

4. **Scope Compliance –** Ensure that Task Order work is within the GWAC's scope. The GWAC program team is available to assist with this determination at any time upon request. You may request a review of your requirements (e.g. Statement of Work/ Statement of Objectives) prior to Task Order solicitation/modification from the GWAC CO(s).

5. **Administrative Reporting –** Upon award, OCOs are responsible for entering Task Order information into the Federal Procurement Data System – Next Generation (FPDS-NG). In addition to FPDS-NG reporting, OCOs are required to provide a complete copy of the Task Order, e.g., the signature page, the work statement and the line items (equivalent to Sections A-J of the Uniform Contract Format, or equivalent if a commercial services Task Order), any subsequent modifications and the Task Order information form(s) included with this DPA to the respective GWAC's email address or fax number.

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

- **Fair Opportunity** – Ensure that all contractors are provided a fair opportunity to be considered in accordance with FAR 16.505(b)(1). Any 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 are completed in accordance with FAR 16.505(b)(2)(ii).
- **Funding** – Verify that funding is available. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- **COR/COTR** – COR/COTR – If a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) is assigned to perform order monitoring functions, OCOs must ensure that the extent of their authority and responsibilities is clearly defined and agreed upon in accordance with FAR 1.602-2(d). OCOs must also ensure that any COR or COTR designated is properly equipped, trained and qualified to handle those responsibilities pursuant to their agency policy.
- **Inverted Domestic Corporation (IDC)**- OCO's must ensure that they do not award to IDCs when using appropriated funds--unless they get a waiver from the Head if the Contracting Activity (HCA). An IDC is a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), meaning that it's a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b).
- **Task Order Protests, Disputes and Claims** –Receive and respond to Task Order protests, disputes and claims. The warranting agency is responsible for the OCO's decisions and actions as a warranted contracting officer.
- **Monitor, Evaluate and Report Contractor Task Order Performance** – Assure contractor performance and support compliance with both Task Order and contract terms and conditions. Take appropriate action to maintain the Government's rights. OCOs should conduct contractor performance evaluations IAW FAR 42.15, and applicable agency policies. Interim performance evaluations are encouraged for each Task Order. OCOs should use their organization's designated contractor performance reporting application to record performance.
- **Cost or Price Analysis and Audits** –Perform and document cost analysis and/or price analysis (FAR 15.4) as appropriate in determining the overall Task Order price to be fair and reasonable, as well as respond to any related audits.
- **Prompt Payment** – Ensure prompt payment of contractor invoices and prompt rejection of nonconforming invoices.
- **Task Order Closeout** – Perform Task Order closeout IAW FAR 4.804-5 and provide the GWAC Contracting Officer with a Task Order closeout completion statement.
- **Requests for Information** – Respond to any requests for information pertaining to Task Orders awarded or administered by you including but - not limited to, Freedom of Information Act requests, and inquiries/audits by: Congress, Inspectors General, the Small Business Administration, the General Accountability Office and the GSA.

Appendix X – Additional Guidance for Implementation of FAR 52.232-7

FAR 16.601(e) *T&M Contracts* requires contracting officers to use one of three provisions in solicitations contemplating the use of T&M or LH type contracts. To determine which provision is appropriate for a given task order, ordering contracting officers (OCO) 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—Non Commercial Item Acquisition with Adequate Price Competition*. As the title of the provision implies, FAR 52.216-29 is used for noncommercial item acquisitions when the OCO anticipates adequate price competition. FAR 15.403-1(c) provides the accepted standards for what constitutes adequate price competition.

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

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

Appendix XI – Summary of Justification, Approval, and Posting Requirements

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

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

* Orders based on urgent and compelling circumstances may be published within 30 days of award.
** Contracting officers must carefully screen and remove contractor proprietary data before posting.

FAIR OPPORTUNITY PROCESS		
Dollar Threshold	**Requirement**	**FAR Citation(s)**
Orders not exceeding micropurchase threshold	No fair opportunity required. Place order with any awardee that can meet the agency's need. Attempt to distribute orders among awardees.	16.505(b)(1)(i)
Orders exceeding the micropurchase threshold but not exceeding the simplified acquisition threshold	Provide each awardee offering the required supplies or services with a fair opportunity to be considered. The contracting officer need not contact each of the awardees before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. Document the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.	16.505(b)(1)(i) & (ii) 16.505(b)(5)
Orders exceeding the simplified acquisition threshold but not exceeding $5 million	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	16.505(b)(1)(iii)

	responding to the notice a fair opportunity to submit an offer. Document the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.	 16.505(b)(5)
Orders exceeding $5 million	Provide each awardee offering the required supplies or services with a fair notice of intent to make a purchase. The notice must include: a clear statement of the agency's requirements; a reasonable response period; the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance; and, an opportunity for a postaward debriefing. 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. Notify unsuccessful awardees within 3 days after the date of award. 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.	16.505(b)(1)(iv) 16.505(b)(1)(iv)(D) 16.505(b)(4)(i) 15.503(b)(1) 16.505(b)(4)(ii) & (iii); 15.506

STATUTORY EXCEPTIONS TO FAIR OPPORTUNITY PROCESS	
Exception	**FAR Citation**
The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays	16.505(b)(2)(i)(A)
Only one awardee is capable of providing the required supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized[1]	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	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)

[1] 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.

JUSTIFICATION FOR AN EXCEPTION TO FAIR OPPORTUNITY		
Dollar Threshold	**Requirement**	**FAR Citation(s)**
Orders exceeding the micropurchase threshold but not exceeding the simplified acquisition threshold	Document the basis for using an exception to the fair opportunity process. If the logical follow-on exception is used, describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value).	16.505(b)(2)(ii)(A)
Orders exceeding the simplified acquisition threshold	Prepare a detailed justification to include: ● Identification of the agency and the contracting activity, and specific identification of the document as a "Justification for an Exception to Fair Opportunity" ● Nature and/or description of the action being approved ● A description of the supplies or services required to meet the agency's needs (including the estimated value) ● 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 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) ● A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable Any other facts supporting the justification ● 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 ● The contracting officer's certification that the justification is accurate and complete to the best of his/her knowledge and belief ● 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	16.505(b)(2)(ii)(B)

	by the technical or requirements personnel • A written determination by the approving official that one of the statutory exceptions applies to the order	

JUSTIFICATION APPROVALS		
Dollar Threshold	**Approving Official**	**FAR Citation(s)**
Over the micropurchase threshold but not exceeding the simplified acquisition threshold	Contracting officer (unless higher approval required by agency procedures)	16.505(b)(2)(ii)(C)(1)
Over the simplified acquisition threshold but not exceeding $650,000	Contracting officer (unless higher approval required by agency procedures)	16.505(b)(2)(ii)(C)(1)
Over $650,000 but not exceeding $12.5 million	Ordering activity competition advocate or authority cited below	16.505(b)(2)(ii)(C)(2)
Over $12.5 million but not exceeding $62.5 million ($85.5 million for DoD, NASA, and Coast Guard)	Head of ordering procuring activity (or for Armed Forces, a general or flag officer; or for civilians, a GS-15 or above), or authority cited below	16.505(b)(2)(ii)(C)(3)
Over $62.5 (or $85.5) million	Senior procurement executive (not delegable, except by the Under Secretary of Defense for Acquisition, Technology, and Logistics)	16.505(b)(2)(ii)(C)(4)

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Appendix XII – Two Examples of a Multiphased Approach

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

OPT IN/OPT OUT Approach

Phase One

1. Develop a preliminary RFQ or RFP that includes salient characteristics of the specific requirement (e.g., work synopsis, security clearance needs, specialized information, certifications required, deliverables, response requirements, etc.) and discloses the general basis on which selections will be made:

   - Instruct contractors to inform the OCO of their affirmative interest in the competition by the date shown in the preliminary RFQ or RFP, or they will not be included in Phase Two (stating that a non-response in the affirmative will constitute an opt-out)
   - Establish a response deadline that makes sense for Phase One (a few will typically suffice – Alliant industry partners have an affirmative duty to vigorously monitor Alliant fair opportunity channels)
   - Transmit the preliminary RFQ/RFP to the entire Alliant SB pool to determine their interest in the competition, permitting them to opt-in or opt-out of Phase Two. We recommend using any electronic system that affords fair opportunity to the pool, e.g., GSA's e-Buy, or GSA IT Solutions Shop utilizing the Alliant pick list to all).

2. Maintain a record of the preliminary RFQ/RFP transmittal and responses in the Order file to document use of fair opportunity procedures.
3. The OCO should include all Alliant SB contractors that have indicated interest (opted in) for further consideration in Phase Two.

Phase Two

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

White Paper Approach

Phase One

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

2. After evaluating the Phase One white paper submissions IAW the established evaluation criteria, the Government will document its determination as to which contractors have a reasonable chance for award.

3. The Government will notify each Phase One participant of the viability of its approach and whether they have a reasonable chance of award. Contractors who have a reasonable chance for award are encouraged to participate in the next phase (e.g., submitting a written proposal) and contractors who do not have a reasonable chance of award are encouraged to save their resources and not submit a written proposal. However, any offeror who participates in Phase One may choose to participate in Phase Two.

Phase Two

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

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

Appendix XIII – Task Order Size Re-representation

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

In support of socioeconomic public policy, all prime contractors 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 individual contractor whereby it is no longer considered a small business concern in general, and more limited circumstances can make an individual contractor no longer considered a small business concern on a federal contract, such as the Alliant Small Business GWAC.

This matters, because in order to award a task order to a *small business on the GWAC*, 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 an Alliant Small Business GWAC industry partner becoming *other than a small business on the GWAC per the SR regulations*?

1) Merger or acquisition (an immediate trigger that requires representation on the Alliant SB GWAC and re-coding as other than small)
2) Organic growth (a trigger that will require rerepresentation on the Alliant SB GWAC that takes place after the five year base period). Those companies that have organically grown to other than small business will maintain their small business status on the Alliant SB GWAC throughout the five year base period of the contract.

How do I know if an Alliant Small Business GWAC industry partner is a *small business on the GWAC*?

The Small Business GWAC Center maintains a list, presently in spreadsheet format, on the GSA Alliant SB website, www.gsa.gov/alliantsb under the list of contract holders tab, page left. Industry partner small business status is indicated on the list. 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 Center recommends that OCOs not simply rely upon the information about industry partner size status maintained on the GSA Alliant SB website, and instead implement an Order Size Rerepresentation (OSR).

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

Notice of Order Size Rerepresentation (OSR) at the Task Order Level

Offers are solicited only from Alliant Small Business GWAC prime contractors that have not rerepresented as other than small in accordance with FAR 52.219-28 Post-Award Small Business Program Rerepresentation. Those Alliant Small Business GWAC prime contractors 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 contractor has fulfilled the rerepresentation notification pursuant to FAR 52.219-28.

Offers received from Alliant Small Business GWAC contractors that have rerepresented their size status as other than small under the Alliant Small Business GWAC, or have had a triggering event and are not currently considered small business concerns under the Alliant Small Business GWAC 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 the Alliant Small Business GWAC, 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.

If an industry partner on the Alliant Small Business Contract Holder list is identified as other than a small business on the GWAC, is it permissible to allow them into competitions for task orders?

Yes, pursuant to the SR regulations cited below. However, a task order award to such an industry partner is not expected to result in socioeconomic credit. OSR should not be utilized if all GWAC prime contractors will be considered for task order award.

What are the basic small business size rerepresentation (SR) regulations that govern OSR matters?

Pursuant to SBA's final rule, GAO and the Federal Courts 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.

- SBA Final Rule 71 FR 66434 www.gpoaccess.gov
- FAR Final Rule FR 11821 & 74 FR 14492 www.gpoaccess.gov
- FAR Clause 52.219-28 www.acquisition.gov

As an Alliant Small Business GWAC prime contractor, what can I do to make sure my size status is accurately represented to the Federal Government?

- Comply with the notification requirements of FAR 52.219-28
- Ensure the Alliant SB web site accurately indicates company's size status.

As an Alliant Small Business GWAC prime contractor, what can I do if a task order solicitation isn't clear about the intention vis-à-vis OSR?

- Immediately seek clarification from the OCO about their intent for OSR
- OSR is clearly indicated if a task order opportunity applies the OSR template guidance