

# Alliant GWAC Ordering Guide



**GSA Federal Acquisition Service  
Office of Integrated Technology Services  
Enterprise GWAC Centers (West and Southwest)**

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## GENERAL

### Purpose

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

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

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

### Authorized Users

Organizations authorized in GSA Order ADM 4800.2E may use Alliant. Alliant is not available for use by state and local governments. Only authorized users, referred to as OCOs may place Orders under Alliant. To qualify as an authorized user, you must be a duly warranted federal contracting officer (as defined in FAR 2.1) in good standing, have completed Alliant training and have an appropriate signed Delegation of Procurement Authority (DPA) from the GWAC CO.

### How to Become an Authorized User

Before issuing an Order against Alliant, the OCO must obtain a DPA. To initiate the request for a DPA, please visit <http://itss.gsa.gov> and click on the “Request Delegation” icon under the GWAC Management Module (GMM) as shown below or email a request to [alliant@gsa.gov](mailto:alliant@gsa.gov).

The screenshot shows the GSA GWAC Management Module interface. The user is signed in as Jennifer Jeans. The navigation menu includes HOME PAGE, ORDERS, PEERS, REPORTS, and DELEGATIONS. The DELEGATIONS tab is active. On the left, there is a 'Need Assistance?' section with links for Technical Support and Registration. The main content area is titled 'Agency Quick Links' and features a 'Request Delegation' icon (a person with a downward arrow) which is circled in red. Below this is an 'Action Items' section with a table that currently shows 'No action items found'.

New users can register by clicking on the “New User Registration” link on the homepage. Make sure to select “Yes” to access the GWAC Management Module. Existing users may request access to the GWAC Management Module by updating their account profile.

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

Menlu (Mimi) Bruce, Enterprise GWAC Center (West) 1-877-534-2208

Todd Richards, Enterprise GWAC Center (Southwest) 1-817-574-4331

## Accessing Alliant

Agencies may access Alliant in two ways:

1. **Direct Acquisitions.** Under this scenario the client agency is responsible for its own acquisition and program management activities. After the client agency contracting officer has completed the steps to become an OCO, he/she is authorized to issue, modify, administer and close Orders.
2. **Assisted Acquisitions.** A requesting agency may elect to have GSA or another servicing agency provide full or partial acquisition program and/or project management services through the Order life cycle. See <http://www.gsa.gov/alliant> for contact information on GSA’s [Assisted Acquisition Service](#) (AAS) centers. If an agency (requesting agency) uses GSA’s AAS or another agency, then GSA or the other agency (servicing agency) will act as the OCO. The servicing agency can issue, modify, administer and close out Orders based on the requesting agency’s requirements for support as documented in an “Interagency Agreement” signed by both parties. (Reference OMB Memo dated 6 June 2008, “Improving the Management and Use of Interagency Acquisitions”)

## ALLIANT CONTRACT INFORMATION

### Scope

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

All current and any new technologies which may emerge during the life cycle of the Alliant, as well as IT systems and services in support of National Security Systems, as defined in FAR 39.002 are within the scope of Alliant. As the definition of IT changes over the

lifecycle of Alliant, the scope of Alliant will be considered to coincide with the current definition at any given time. The primary NAICS Code for Alliant is 541512, Computer Systems Design Services, but another IT services-based NAICS codes may also apply as the most appropriate NAICS code on a given Order.

### Scope Compatibility - General

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

- The overall objective of the requirement must be an IT services-based solution
  - IT can be physical or logical and is used to receive, transmit, store, and/or process information electronically.
  - An IT Solution refers to the use of IT to enable, automate, support, and/or streamline business processes or functions.
- The sole purpose of the requirement may not be for a commodity (hardware, land mobile radios...) or a commodity-like service (i.e. wireless connectivity)
- Ancillary support services and equipment are allowed as long as they are integral to and necessary for the overall IT solution/ outcome and are not the sole purpose of the Order as follows:
  - clerical support, training, documentation, data entry, call center/help desk,
  - contingency planning, disaster preparedness/recovery,
  - consulting, project management, enterprise resource planning, business process re-engineering
  - cabling and wiring, ancillary construction, physical security
  - hardware/software maintenance, equipment inventory and maintenance,
  - imaging peripherals, input, output and storage devices necessary for security and surveillance, server racks, mounts, etc
  - renting/Leasing of real and personal property in support of the IT solution as long as the government **is not** a party on the lease
  - telecommunications/wireless and satellite products and services are allowed as long as they are part of the solution and not the sole purpose
- Indefinite Deliver/Indefinite Quantity, Blanket Purchase Agreements (BPAs) and Letter contracts are not permissible contract types for Orders under the Alliant.
- OCONUS is a specialized area and should be researched and carefully planned considering such issues as hazard pay, healthcare, security, base housing, etc
  - Department of State Standardized Regulations apply (DSSR)

- US Dept of State URL: <http://aoprals.state.gov/>

### **Scope Compatibility Reviews for Prospective Orders and Modifications**

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

To initiate a courtesy scope review, email a request to [alliant@gsa.gov](mailto:alliant@gsa.gov) with "SOW review for Alliant GWAC" in the subject line, attach a copy of the SOW/SOO and include any questions that you want addressed.

A response indicating whether the requirement appears to be within the scope of Alliant can typically be provided within 2 to 5 business days.

### **Alliant Contract Access Fee (CAF)**

The Contract Access Fee (CAF) is  $\frac{3}{4}$  of one percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.

The formula is: Total CAF = Total Price or Costs \* CAF Percentage.

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

On all Orders, regardless of contract type, contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). On Labor-Hour type Orders, OCOs may require contractors to include CAF in their loaded hourly labor rate. The Contractor remits the CAF to GSA in accordance with Section G.9.5.

The CAF percentage is set at the discretion of GSA. GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

### **Alliant Term**

Alliant is a 10-year contract with one (1) five year base period from May 1, 2009 to April 30, 2014, and one (1) five year-option period from May 1, 2014 to April 30, 2019.

### **Order Period of Performance**

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

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

An Order may be issued with a period of performance (PoP) consistent with Alliant section F.3, with or without option periods, provided:

- 1) The Order PoP is consistent with the customer agency's policy on Order duration and funding.
- 2) Orders that may run beyond the final day of the underlying GWAC COP are limited to five years beyond the final day of the Alliant option, which means all Orders have to be substantially completed by April 30,, 2024.
- 3) Multi-year contracting is one of the ways to structure an Order's PoP and is a highly specialized endeavor. OCOs considering multi-year contracting are reminded of their obligations under FAR 1.602-2.

Order duration is not dependent upon exercise of the Alliant option or expiration of Alliant. This means that an OCO can exercise an Order option period even if the Alliant is no longer available for new Orders. OCOs are required to document that Order options are in the best interest of the Government consistent with FAR 17.207, and applicable agency supplements.

## **ROLES AND RESPONSIBILITIES**

### **GWAC CO**

The GWAC CO has full responsibility for Alliant to include:

- Exclusive, non-delegable rights to modify Alliant terms and conditions
- Advise and guide Ordering/requiring activities, OCOs and contractors regarding all Alliant requirements
- Provide complimentary pre and post award scope reviews on Alliant Orders
- Assist Ordering/requiring activities understand how to use Alliant to meet their IT requirements
- Conduct meetings with Alliant prime contractors
- Review Subcontract Reporting and Quarterly Status Reporting
- Report to OMB (Exceptions to Fair Opportunity, type of contract, # of awards....)

## OCO

The OCO has full responsibility for the Order as follows:

- Award and administer Order through closeout
- Adhere to applicable contracting regulations, statutes and policies
- Ensure Orders remain within scope, period of performance, and maximum ceiling value established in the Order and Alliant
- Comply with the DPA
- Comply with all FAR 16.504(c) requirements for a bundled contract when the Order meets the definition of “bundled contract” (see FAR 2.101)
- Comply with all conditions and limitations imposed on the use of funds in accordance with the Principles of Appropriation Law, also known as the Red Book <http://www.gao.gov/special.pubs/d04261sp.pdf>
- Provide consent to subcontract per FAR 44.2 -- Consent to Subcontract and FAR 52.244-2 Subcontracts as applicable.
- Add agency specific clauses and provisions to the Order. Address any special requirements in the Order such as:
  - Security clearances (e.g., DD 254)
  - Labor provisions (i.e., Davis Bacon Act or Service Contract Act)
  - Earned Value Management
  - Data rights
  - Options
- Adapt clauses in Sections E, F, H and I of the Alliant according to the requirements in the Order such as:
  - Standard inspection clauses
  - Delivery/performance clauses
  - Risk of loss clause
  - Complete “fill in” clauses
- Report contractor performance in accordance with FAR Subpart 42.15
- Price all Contract Line Item Numbers (CLINs) in the Order as required in paragraph B.7 of Alliant
- Determine the price of the Order is fair and reasonable
- Respond to Order protests, disputes, claims and Freedom of Information Act requests
- Provide copies of all Orders and modifications to the GWAC CO via the Alliant e-mail at [alliant@gsa.gov](mailto:alliant@gsa.gov) or by uploading them to the GMM.

## ORDERING

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

### Order Types

As defined in FAR Part 16 --Type of Contracts, all types of Fixed-Price (FP), Cost-Reimbursement, Incentive, Time-and-Materials (T&M), and Labor-Hour (L-H) are permissible Order types under Alliant. In addition, Award Term Incentive provisions may be used in Orders. Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

OCO's are responsible for preparing and obtaining approval for any required D&Fs related to contract type and are specifically reminded of the requirements for T&M type Orders per FAR 16.601(d):

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

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

### Performance Based Preference

The Office of Federal Procurement Policy (OFPP) recommends that performance work statements (PWS)/statements of objectives be utilized, to the maximum extent practicable, when acquiring services in accordance with FAR 37.102(a) [DFARS 237.170-2].

Policy promulgated by the FY 2001 Defense Authorization Act (PL 106-398, section 821), FAR 37.102, and FAR 16.505(a), establishes PBSA as the preferred method for acquiring services. In addition, for Defense agencies, DFARS 237.170-2 requires higher-level approval for any acquisition of services that is not performance-based. Accordingly, where

feasible, the OCO should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence (FAR 37.102(a)(2)):

1. A Firm Fixed Price, Performance-Based Order.
2. A Performance-Based Order that is not Firm Fixed Price.
3. An Order that is not Performance-Based.

## The Order Process

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

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

FAR 16.505(a)(7) states, orders issued under a task order or delivery order contract awarded by another agency (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 the acquisition plan, the competition requirements in FAR Part 6 and the policies in Subpart 15.3 do not apply to the ordering process. OCOs should also address bundling (FAR 2.101) considerations if applicable.

### **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 (See Alliant website [www.gsa.gov/Alliant](http://www.gsa.gov/Alliant) for link to “Seven Steps to Performance Based Acquisition.”). As a reminder, OCOs may request scope reviews at any time during the acquisition process and are encouraged to do so prior to soliciting proposals.

### **Performance-Based Service Acquisition**

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

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

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

### **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.

### **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. It is a best practice to ensure that requirements 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. Cost or price must be an evaluation factor for all Orders. Other Factors should be limited to those few that are meaningful discriminators among competing offers on which a selection may be based. Below are some examples of possible factors:

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

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

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

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations may be included in the Order as long as they are not inconsistent with Alliant terms and do not exceed its scope.

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

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

A solicitation may be issued either by using the “RFP to All” link at [www.gsa.gov/alliant](http://www.gsa.gov/alliant), or through the OCO Agency’s preferred method which may be via e-mail, facsimile, GSA’s e-Buy at [www.gsa.gov/ebuy](http://www.gsa.gov/ebuy) or other electronic means as prescribed by the OCO’s agency. Solicitation synopsis in FedBizOpps is not required or recommended for Orders issued against indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the Fair Opportunity to be Considered notification requirement.

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

Since Alliant is a multiple-award, indefinite-delivery, indefinite-quantity contract, fair opportunity (refer to FAR 16.505(b), and for DoD customers, refer to DFARS 216.505-70) must be given to all primes, unless an exception established in FAR 16.505 (again, for DoD customers, refer to DFARS 216.505-70) applies.

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

In accordance with FAR 16.505 (b) (1) (iii), 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

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

Various multiphased approaches are acceptable under FAR 16.505 (b)(1)(iv)(A)(5) and are totally discretionary on the part of the OCO. The multiphased approach may be appropriate when the effort required to respond to a potential order is resource intensive. All contractors are initially considered on price (e.g., rough estimates) and other considerations as appropriate (e.g. proposed conceptual approach, past performance). Refer to Appendix B for examples of possible multiphased approaches.

### **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-General**

The OCO is responsible for analyzing Order proposals and documenting the cost or price evaluation to include a determination that the final agreed-to price is fair and reasonable, irrespective of contract type(s), in accordance with FAR 15.4 and agency requirements. The OCO should consider the contract type, complexity and circumstances of each acquisition in determining the level of detail and degree of analysis required, striving to keep supporting data to the minimum necessary to support price reasonableness. When

adequate price competition exists (see FAR 15.403-1(c)(1)), generally no additional information is necessary to determine price reasonableness. See B.7 Order Pricing (all order types) in the contract. Actual labor rate information via Order invoice data will be collected in the GMM over the life of Alliant. This data will be accessible to OCOs for purposes of market research, pricing and preparation of IGCEs.

### **Pricing-Fixed Price**

The OCO must determine fair and reasonable pricing for all Fixed-Price Orders in accordance with FAR 15.4, Pricing. See B.7.1 *Fixed Price* in Alliant. OCOs may find the Loaded Hourly Labor Rates for T&M and LH contract types in Alliant to be useful in developing independent government cost estimates (IGCEs) for fixed-price work.

### **Pricing-Cost Reimbursement**

The OCO must determine cost allowability, allocability and realism and also must analyze and negotiate fee for all cost reimbursement Orders. Refer to FAR 15.4, Contract Pricing.

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.

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.

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

Alliant provides loaded hourly labor rates for T&M and LH contract types. However, these rates are NOT fixed or ceiling hourly labor rates for purposes of pricing T&M or LH Orders.

The loaded hourly labor rates (government site and contractor site) provided by Alliant (Section J, Attach 2 & 3) can be used as benchmark comparisons for proposed rates on T&M or LH Orders or to develop an Independent Government Cost Estimate (IGCE), as applicable within CONUS. If proposing rates higher than the loaded hourly labor rates, contractors shall explain and justify this in their Order proposals. The OCO is responsible for determining that the total price for the Order is appropriate given the requirements of each individual Order taking into consideration the level of effort and mix of labor proposed to perform the task. Adequate price competition on T&M and LH Orders placed under Alliant is expected to establish price reasonableness in accordance with FAR 15.4, Pricing. Materials are reimbursed at cost (no profit) in accordance with the Payments under T&M and LH Contracts clause (FAR 52.232-7), subject to the Allowable Cost and Payment Clause (FAR 52.216-7) and FAR 31.2. Allowable indirect costs and ODCs may be included to the extent they are comprised only of costs that are clearly excluded from the hourly rate and allocated IAW the Contractor's written or established accounting practices. OCOs are encouraged to clarify the handling of ODCs by documenting the agreed upon procedures in the final Order.

The OCO is authorized to establish different hourly rates suited to meet the ordering agency's specific requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing. If adequate price competition is not present, or the OCO cannot otherwise determine price reasonableness, the OCO may request information other than cost or pricing data in accordance with FAR 15.403-3. See Appendix C for additional guidance on labor rate pricing for primes, subcontractors and affiliates and issues related to ODCs (included under Materials on T&M contracts).

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

### **Order Award Documentation**

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

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

### **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 and a copy provided to the contractor.

### **Reporting Past Performance**

At completion of Order performance, the client agency is required by the FAR 42.15 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, CPS), which are acceptable. We would appreciate OCOs sharing findings on the performance of Alliant contractors under Alliant Orders with the Center. The GWAC CO may inquire about contractor performance from time to time by survey or telephone call.

### **Reporting and Order Closeout**

The OCO is responsible for preparing and submitting the Federal Procurement Data System (FPDS) data for each Order he or she awards as well as applicable modifications.

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

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

## CONTACT INFORMATION FOR CLIENT SUPPORT

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

Enterprise GWAC Center-W:	1-877-534-2208
Enterprise GWAC Center SW	1-817-574-4331
Alliant E-mail:	<a href="mailto:Alliant@gsa.gov">Alliant@gsa.gov</a>
Alliant Website:	<a href="http://www.gsa.gov/alliant">http://www.gsa.gov/alliant</a>

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

### Enterprise GWAC Centers West and Southwest

Menlu (Mimi) Bruce  
Director of Customer Service  
E-mail [menlu.bruce@gsa.gov](mailto:menlu.bruce@gsa.gov)  
Telephone 1-925-735-1641

Paul Martin  
Procuring Contracting Officer  
E-mail [paul.martin@gsa.gov](mailto:paul.martin@gsa.gov)  
Telephone 1-858-530-3176

Todd Richards  
Business Development  
E-mail [todd.richards@gsa.gov](mailto:todd.richards@gsa.gov)  
Telephone 1-817-574-4331

Tony Ojeda  
Contract Specialist  
E-mail [tony.ojeda@gsa.gov](mailto:tony.ojeda@gsa.gov)  
Telephone 1-817-574-4235

## Alliant Contractors

1. Abacus Technology Corporation
2. Accenture National Security Services, LLC
3. Advanced Management Technology, Inc.
4. Advanced Technology Systems, Inc.
5. Alion Science and Technology Corporation
6. Alliant Solutions, LLC
7. American Systems Corporation
8. Analytical Services, Inc.
9. Apptis, Inc.
10. ARINC Engineering Services, LLC
11. ARTEL, Inc.
12. AT&T Government Solutions, Inc.
13. BAE Systems Information Technology, Inc.
14. BAE Systems Science and Technology, Inc.
15. BearingPoint, Inc.
16. Booz Allen Hamilton, Inc.
17. CACI, Inc. - Federal
18. Centech Group, Inc., The
19. CGI Federal, Inc.
20. Client Network Services, Inc.
21. Communication Technologies, Inc.
22. Computer Sciences Corporation
23. Dynamics Research Corporation
24. Electronic Data Systems, LLC
25. Engineering and Professional Services, Inc.
26. Federal Network Systems, LLC
27. General Dynamics One Source, LLC
28. Harris Corporation
29. Honeywell Technology Solutions, Inc.
30. INDUS Corporation
31. International Business Machines Corporation
32. ITS Corporation
33. Keane Federal Systems, Inc.
34. L-3 Services, Inc.
35. LGS Innovations, LLC
36. Lockheed Martin Integrated Systems, Inc.
37. MacAulay-Brown, Inc.
38. ManTech Advanced Systems International Corporation
39. McNeil Technologies, Inc.
40. NCI Information Systems, Inc.
41. Nortel Government Solutions, Inc.
42. Perot Systems Government Services, Inc.
43. Professional Software Engineering, Inc.
44. Raytheon Company
45. Science Applications International Corporation
46. Serco, Inc.
47. Smartronix, Inc.
48. Southwest Research Institute
49. Stanley Associates, Inc.
50. STG, Inc.
51. SYS (DBA SYS Technologies, Inc.)
52. Systems Research and Applications Corporation
53. TASC, Inc.
54. TKC Communications, LLC
55. Trantech, Inc. (DBA T3 Alliance)
56. TYBRIN Corporation
57. Unisys Corporation
58. Vangent, Inc.
59. Wyle Information Systems, LLC

## Appendix A: Glossary of Acronyms

AAS	Assisted Acquisition Services
ACO	Administrative Contracting Officer
Alliant	A/K/A Alliant
CAF	Contract Access Fee
CLIN	Contract Line Item Number
DPA	Delegation of Procurement Authority
DoD	Department of Defense
FAQ	Frequently Asked Question
FAR	Federal Acquisition Regulation
FPDS	Federal Procurement Data System
GAO	Government Accountability Office
GSA	General Services Administration
GWAC	Governmentwide Acquisition Contract
GWAC CO	GWAC COGWAC Contracting Officer
IGCE	Independent Government Cost Estimate
IT	Information Technology
ITSS	IT-Solutions Shop
NDAA	National Defense Authorization Act
OCO	Ordering Contracting Officer
OMB	Office of Management and Budget
GWAC CO	Procuring Contracting Officer
PWS	Performance Work Statement
RFP	Request for Proposal
SOO	Statement of Objectives
SOW	Statement of Work

## Appendix B: Two Examples of the Multiphased Approach

### 1. 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 list of awardees 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 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 provides useful acquisition planning/logistical/milestone information.

### 2. White Paper Approach

#### Phase One

A SOO/SOW/PWS is sent to the pool explaining that a multiphased approach will be used. The Government will request a white paper response limited to 7 pages (page limitation is discretionary) which includes price (e.g., NTE, rough estimate) and non price considerations (e.g. degree of understanding of the problem/s, realism of the proposed technical approach, innovativeness of conceptual approach, risk factors, past performance). Based on the white paper responses the government will determine which contractors are most likely to submit the highest value solutions and include them in the second phase.

## Phase Two

Contractors offering the highest value solutions will then submit proposals. The Government evaluates the proposals and makes award.

Note: Further detailed examples of multiphased approaches will be presented on the Alliant website ([www.gsa.gov/alliant](http://www.gsa.gov/alliant)) under Best Practices.

## Appendix C: Additional Guidance for Pricing T&M Contracts

**FAR 16.601 Time & Materials Contracts** includes the prescription for 3 new provisions. These provisions address T&M contracts for commercial & non-commercial items and further segment the non-commercial items into competitive & non-competitive acquisitions. Commercial items must be procured using competitive procedures, hence an additional provision was not necessary.

Similar language is used in both the competitive provisions as it was determined that the pressures of competition in either environment would produce similar results. Whereas, in the non-competitive environment, a more cautious approach was chosen requiring separate labor rates for each subcontractor.

- **\*FAR 52.216-29 T&M/Labor Hour Proposal Requirements—Non Commercial Item Acquisition with Adequate Price Competition** (most likely scenario for T&M GWAC Orders)
- **FAR 52.216-30 T&M/Labor Hour Proposal Requirements—Non Commercial Item Acquisition without Adequate Price Competition**
- **FAR 52.219-31 T&M/Labor Hour Proposal Requirements—Commercial Item Acquisition with Adequate Price Competition**

These provisions require contractors to propose fixed loaded hourly labor rates (wages, O/H, G&A & profit) for the labor categories specified in the contract as well as indicate the performing entity—prime, subcontractor or affiliates/subdivisions/subsidiaries. Separate rates are NOT required for prime, subcontractors and affiliates EXCEPT for scenario 2 above (Non-Commercial Non-Competitive). Hourly rates are paid for all labor performed on the contract that meets the labor qualifications specified in the contracts at the rates specified in the contract.

\*Contractors must also indicate whether the rates are separate, blended or a combination of separate or blended. This basically requires them to state which performing entity the rates apply to. For instance, a contractor could still bid one rate and state it applies to all entities performing that work. Or they could have multiple rates for one labor category and specify one for the prime and others for various subs or affiliates. The provision allows the flexibility of one rate or multiple rates for each labor category, thus giving agencies the flexibility to choose. DOD has already indicated that it will require separate rates for all subcontractors. It will be critical for GWAC OCOs to know their agency requirements when issuing proposal instructions.

## 2. Payments Under Time and Materials and Labor-Hour Contracts

**52.232-7 Payments under Time and Materials and Labor-Hour Contracts (Feb 2007)** replaced the Aug 2005 version in its entirety.

The Old T&M Payments Clause--FAR 52.232-7 (Aug 2005):

The general interpretation by the late Prof Nash of GWU as well as DOD was that only the prime contractors were subject to the labor rates established in a T&M or labor hour contract. Subcontractors would be reimbursed at cost (typically via an ODC CLIN with allowable material handling/O/H applied as long as the mat handling was not already included in the loaded labor rate and was IAW contractor accounting system.) The thought being that if the work was so complex/unclear as to justify a T&M contract type, then most likely the prime would be the one doing the work.

Materials and all Subcontracts were paid on a cost reimbursable basis with allowable indirects (i.e. material handling, G&A) as long as the indirect was not already being recovered in the loaded labor rates.

The GSA MAS program and hence GSA in general did not share this interpretation. Rather, the practice was that both primes and subs were paid at the established rates in the contract (those established for the prime contractor) regardless of what the subcontractor was actually paid by the prime.

New T&M Payments Clause:

In essence, this new clause allows enough flexibility to accommodate both the GSA & DOD interpretations.

Key Points: (Same Hourly Rate and Materials definition as cited above in new 52.212-4 clause)

- Fixed Hourly Rates (wages, O/H, G&A & profit) apply to primes, subcontractors and divisions, subsidiaries or affiliates of the prime.
- Material: only those incidental subcontracts not covered by the labor categories in the contract or specifically identified can be included.
- Allocable Indirect Costs & ODCs: may be included to the extent that 1) excluded from hourly rates 2) allocated IAW Contractor's established accounting system and 3) may not be applied to subcontracts that are being paid at the hourly rates. ODCs are paid at actual cost (no profit).
- Prompt Payment: only applies to interim payments for services. Interim payments for other than services (i.e. commercial items) are considered financing payments and are NOT subject to Prompt Payment.
- 5% Withhold: OCO can modify contract to include a withholding amount up to 5% of amounts due for labor hours billed but NTE \$50K until contractor provides Release of Claims statement which is a condition of final payment typically provided on the final invoice, by bilateral contract mod or separate document (i.e. letter or part of closeout if CO requires a contractor completion statement).