



## ***Alliant 2 Governmentwide Acquisition Contract (GWAC) Ordering Guide***



**Federal Acquisition Service, Alliant 2 GWAC Program Office**

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# Ordering Guide Overview

Thank you for choosing the Alliant 2 Governmentwide Acquisition Contract (GWAC) vehicle to fulfill your complex, integrated information technology (IT) needs. This Ordering Guide is intended to help Ordering Agencies, particularly contracting officers, effectively use the Alliant 2 to deliver best value.

This Ordering Guide is divided into three parts:

Part 1 – General Information and Introduction

Part II – The Ordering Process 7 Steps

Part III – Appendices I through VIII

This Ordering Guide is not a stand-alone reference - it is recommended that the reader also become familiar with the GWAC Contracts. This Ordering Guide may be revised from time to time. Updates to this publication, when they occur, will be available on the web

<https://www.gsa.gov/technology/technology-purchasing-programs/governmentwide-acquisition-contracts/alliant-2/alliant-2-resources>.

Additional information available to assist Ordering Agencies in using the GWACs is available online at [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs); this site includes links to the individual GWAC websites where a copy of each master contract, an Industry Partner listing and other useful information can be found. Questions concerning this guide should be directed to a GWAC PCO identified in Part III - Appendix II.

This Ordering Guide refers to Orders and Task Orders interchangeably, both of which are defined by the definition of Task Order in FAR 2.101, where Task Order means "...an Order for services placed against an established contract or with Government sources." Delivery Orders as defined in FAR 2.101 are not within the scope of GSA Alliant 2 GWACs.

This Ordering Guide may be revised from time to time. Updates to this publication, when they occur, will be available on the web [www.gsa.gov/Alliant2](http://www.gsa.gov/Alliant2).

# Part I- General Information

## Introduction

The General Services Administration (GSA) Federal Acquisition Service (FAS), Office of Information Technology Category (ITC), Alliant 2 Governmentwide Acquisition Contract team awarded the Alliant 2 GWAC [www.gsa.gov/Alliant2](http://www.gsa.gov/Alliant2) under Full and Open competition to a highly qualified, proven pool of prime contractors capable of providing a full range of IT Services worldwide. Our ITC portfolio also includes our Small Business Governmentwide Contracts which support a diversified portfolio of pre-competed, multiple-award GWAC's awarded to small firms. These Industry Partners specialize in providing innovative, information technology (IT) services and IT services-based solutions to federal agencies worldwide. The GWACs managed by the Small Division are 8(a) STARS II, Alliant Small Business, and VETS (see <http://www.gsa.gov/gwacs> )

The Alliant 2 GWAC which is a Multiple Award Indefinite Delivery Indefinite Quantity Contract (MA IDIQ) provides maximum flexibility in acquiring an IT services-based solution for any conceivable IT services-based requirement driving government savings through efficiencies and improved reporting data with greater integrity while maintaining an "Anything IT Anywhere" philosophy. For further discussion on maximum flexibility review [Appendix VII: Leveraging FAR 16.5 Flexibilities While Staying out of FAR 15.3](#) and [Appendix VIII: Creating Task Order Flexibility through Hybrid Pricing Arrangements](#) in this Ordering Guide.

Hereafter, the Alliant 2 GWAC is also referred to as the "Master Contract" which sets forth the terms and conditions of the Contract. The Ordering Guide sets forth the procedures for issuing Task Orders against the Master Contract to fill agencies' mission requirements for complex, integrated Information Technology (IT) services.

The Contractor shall provide all management, supervision, labor, facilities, and materials necessary to perform on a Task Order basis.

## Who is this Alliant Ordering Guide Written For?

This Ordering Guide is written for a duly appointed Contracting Officer considering or intending to use the Master Contract vehicle. The Ordering Guide addresses contracting issues and concepts unique to the Master Contract. This Ordering Guide presumes the Ordering Contracting Officer (OCO) is proficient in his or her duties. Therefore it does not address general contracting issues or concepts unless necessary for a complete understanding. Refer to [Appendix I – Roles and Responsibilities](#) for more information about these matters.

## Who Can Use the Master Contract?

The Master Contract is available for use by all Federal Agencies and other entities as listed in [General Services Administration \(GSA\) Order OGP 4800.21, Eligibility to use GSA Sources and Supply](#); as amended (See G.2.1 Authorized Agencies of the Master Contract).

## What is a GWAC?

A GWAC is defined as a task or delivery order contract for Information Technology (IT). All GWACs are operated by single agency designated by the Office of Management and Budget (OMB) as an Executive Agent. GWACs were established pursuant Section 5112(e) of the Clinger-Cohen Act and **are not** subject to the Economy Act (See FAR 2.101 Definitions).

In a June 6, 2008 memo, the OMB emphasized the numerous benefits interagency acquisitions have, including: economies of scale, contract efficiencies, and leveraging resources. The Alliant 2

GWAC is in concert with OMB's stated policy on interagency contracting. Ordering under an OMB approved GWAC is **presumed to be in the Government's best interest.**

## **Scope of the Master Contract**

The Alliant 2 GWAC will provide Federal Government Agencies with integrated Information Technology (IT) solutions for evolving needs on a global basis. The Master Contract allows for the application of Information Technology to meet business needs including the ability to perform all current, leading edge and/or emerging integrated IT services to satisfy all IT services requirements anywhere and anytime worldwide.

Integrated IT solutions are comprised of IT components described in the Master Contract Section C.4. These sections may be tailored in Task Order Requests to meet agencies' mission needs. Work may be performed at Government and Contractor facilities located throughout the world, as specified in each Task Order, to provide a variety of IT solutions and support services. IT services and solutions within scope of this Master Contract include new, leading edge and emerging technologies that will evolve over the life of the Master Contract as supported by the Federal Enterprise Architecture (FEA), Department of Defense Information Enterprise Architecture (DoD IEA) Reference Models, and the associated reference models.

## **Socio-economic Credit**

Both the Alliant 2 GWAC and the Alliant 2 Small Business GWAC will offer socio-economic credit to agencies. Because Alliant 2 was awarded on an unrestricted basis and Alliant 2 SB as a set aside the method in receiving socio-economic credit is different for each contract.

### **Alliant 2 Socio-economic Credit**

The Alliant 2 GWAC offers socio-economic subcontracting credit when reported by the Prime through the Electronic Subcontracting Reporting System (eSRS). Ordering Contracting Officer's (OCO's) should negotiate specific individual subcontracting goals at the Task Order level without creating a separate subcontracting plan. Prime Contractors will be responsible for reporting these goals through the eSRS system.

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

### **Alliant 2 Small Business Socio-economic Credit**

The Alliant 2 SB GWAC enables Federal Agencies to fulfill their IT services and IT services-based solutions requirements at the Prime level. Task Orders awarded to an Alliant 2 SB Prime will receive socio-economic credit by awarding to an Alliant 2 Prime directly.

## **How Do I Choose which GWAC?**

OCOs are free to choose either Alliant 2 or Alliant 2 SB GWACs to support their IT requirement. The decision as to which GWAC to use is an agency decision. Various factors may determine your choice of contract such as capability, experience, or type of socio-economic credit (e.g., Direct or ESRS). Use of Requests for Information (RFIs), Capability Requests and/or any type of informational request submitted to the pool may help in determining which vehicle you choose for that specific requirement. Please note that informational requests/market research, etc. can be sent to both contract pools. However, once the OCO decides on the contract vehicle (either Alliant 2 or Alliant 2 SB), then their Task Order solicitation may only be sent to that pool.

## Access to the Alliant 2 GWAC

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

1. **Direct Acquisitions.** Under this scenario the customer agency is responsible for its own order acquisition and program management activities, and
2. **Assisted Acquisitions.** In this scenario an agency may elect to have an assisted acquisition organization provide full or partial order 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 agencies GWAC requirements with their contracting officer holding a DPA.

**NOTE:** Agency contracting officers should follow agency policy regarding any additional justification required, such as why the contract vehicle is best suited for the acquisition and the cost effectiveness of the acquisition as stated in FAR 17.5 Best Interest Determination.

## Delegation of Procurement Authority (DPA)

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

It is a best practice for a DPA to be in place before a GWAC opportunity is competed. A DPA is required prior to issuing and administering orders. While a DPA can only be granted to warranted federal contracting officers, all individuals on the acquisition team are encouraged to participate in DPA training. Refer to [Appendix III: Sample DPA](#) for an example of a DPA.

**Note:** While failure to follow the DPA requirement is not a violation of law or regulation, it unnecessarily increases procurement risk.

## Overview Training

There are various ways to receive the DPA training:

1. Defense Acquisition University (DAU) Online Courses Continuous Learning Point (CLP)-certified GSA GWAC courses are available at [www.dau.mil](http://www.dau.mil). OCOs can select a specific GWAC course or the combined GSA GWACs' course:
  - [FAC 039](#) GSA's Governmentwide Acquisition Contracts (GWACs) for IT Services,
  - [FAC 041](#) GSA Alliant and Alliant Small Business GWACs, and
  - [FAC 042](#) GSA 8(a) STARS II GWAC
2. Webinar, Teleconference, or Video Teleconference

To start the process of scheduling teleconference training, each contracting officer wanting delegation must submit the following information to the [Alliant2@gsa.gov](mailto:Alliant2@gsa.gov):

- Agency name, bureau/command name (if any), individual(s) full name, street address, e-mail address, phone number and fax number, and



- Names of other individuals who may be participating in the contract overview training but not seeking delegation.
3. On-site for Large Groups Contracting Offices and IT Program Officials

Please contact the Alliant 2 GWAC Division for details at [Alliant2@gsa.gov](mailto:Alliant2@gsa.gov) or (877) 534-2208.

4. Review of Alliant 2 GWAC Ordering Guide

A thorough review and understanding of the Alliant2 GWAC Ordering Guide will also satisfy the training requirement. A current version of the Alliant2 GWAC Ordering Guide can be found at [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs). Since the Ordering Guide is subject to change, please check back periodically for updates.

## Requesting a DPA

Once the GWAC overview training has been completed, the final step is to request a DPA. To initiate the request, please visit the Delegation of Procurement Authority section of our website: [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs) and complete and submit the DPA Request Form. You will receive an email with your DPA attached within 24 hours from a GSA GWAC representative.

## DPA Portability

Should an OCO change US Federal Agencies, the DPA does not transfer. In that circumstance the OCO should e-mail [Alliant2@gsa.gov](mailto:Alliant2@gsa.gov) to request a new DPA be issued reflecting the OCO's new organization. In this case retaking the overview training is not required.

If an OCO leaves Federal employment or a Task Order is reassigned, the OCO should e-mail [Alliant2@gsa.gov](mailto:Alliant2@gsa.gov) to inform GSA. In that notice it would be helpful, when known, to identify the successor OCO.

## **PART II – The Ordering Process**

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

It is recommended that OCOs keep RFQ/RFP/RFI/SOO submission requirements to the necessary minimum to promote competition. Further discussion on streamlining can be viewed in Appendices VI and VII. Once a DPA is granted, the OCO follows their internal process for planning, funding the requirement, gaining any necessary approvals, and documenting the Order.

### **The Seven Steps**

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

Per FAR 16.505 (a)(8), orders issued under a Task Order or delivery order contract awarded by another agency (i.e., a GWAC or multi-agency contract) are not exempt from the development of acquisition plans in accordance with FAR 7 and FAR 39.

When developing an acquisition plan, the competition requirements in FAR Part 6 Competition Requirements and the policies in FAR 15.3 Source Selection DO NOT apply to the ordering process. For further discussion on staying out of FAR 15.3 see [Error! Reference source not found.](#) in this Ordering Guide.

Agencies should give additional consideration for use of pre-existing vehicles as referenced in FAR 7.102 (a)(4) ...”Appropriate consideration of the use of pre-existing contracts, including interagency and intra-agency contracts, to fulfill the requirement, before awarding new contracts. (See [8.002](#) through [8.004](#) and [subpart 17.5](#)).”

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

The OCO shall document a Determination of Best Procurement Approach in accordance with FAR 17.502-1. Agency policy may address of what that documentation is to consist, but certainly it can cite OMB’s memo of June 6, 2008 establishing that Ordering under an OMB approved GWAC is presumed to be in the Government’s best interest.

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

##### **Define the Requirement**

Investing sufficient time and effort up front to write clear, high-quality, requirements provides the government a baseline for the development of other parts of the solicitation, particularly the evaluation criteria and proposal instructions. Clearly defined requirements facilitate a more accurate Government estimate and more accurate budgeting. In addition, clearly defined requirements help industry to better understand agency requirements and needs – thereby facilitating more accurate costs or pricing and higher quality proposals. Potential post award benefits include minimizing the need for change Task Orders and modifications, better assessment criteria for measuring Industry Partner performance, and reducing claims and disputes.

## Performance Based Service Acquisition

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

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

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

## GSA Acquisition Gateway

To assist in the development of your PWS/SOW and pricing objectives consider viewing GSA's Acquisition Gateway tool located at: <https://hallways.cap.gsa.gov>. This resource offers a SOW library that can be searched by agency, by specific contract, and by system (e.g., ebuy open and contract specific searches).

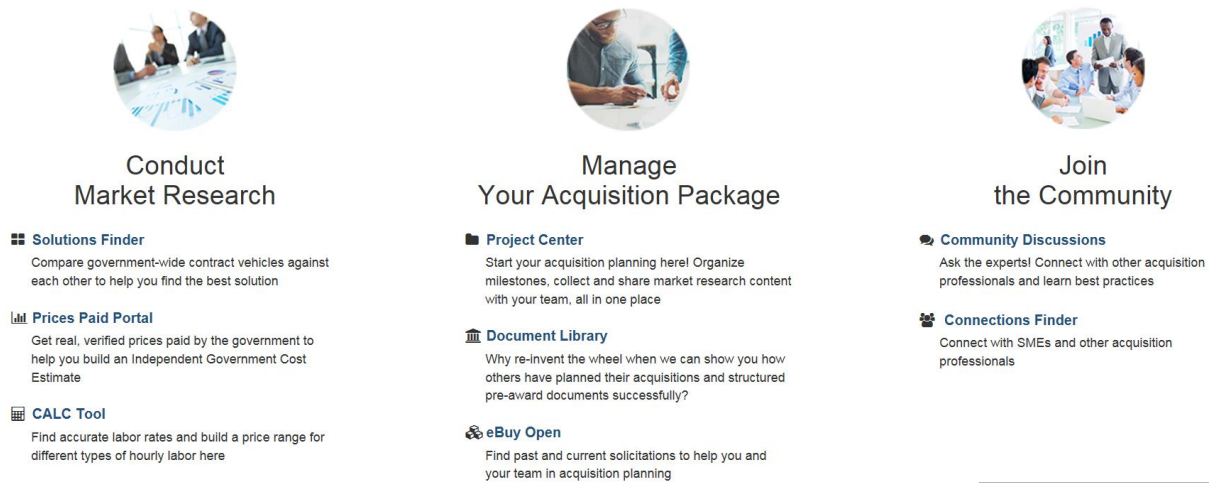


Figure 1 - The GWAC Acquisition Gateway

## Develop the Task Order Solicitation

A solicitation may be in the form of an RFP or an RFQ. The OCO should be familiar with the process and differences associated with each. A solicitation must include a work statement, evaluation factors suitable for the requirement, contract type, price or cost instructions, period and place of performance, closing date/deadline, applicable instructions and other information (e.g., agency specific clauses, cyber-security requirements, etc.) applicable to the work effort. Refer to [Appendix V: Sample Task Order Solicitation Template](#) for more information.

The contracting officer may exercise broad discretion in developing appropriate Task Order placement procedures. It is a best practice to provide clear instructions for proposal preparation and to keep submission requirements to the necessary minimum which facilitate increased competition and reduced procurement lead times; enabling contractors to provide more innovative solutions at better prices. The contracting officer should keep submission requirements to a minimum and consider using streamlined procedures which may include oral presentations. (See [Appendix VI: Streamlined Task Order Competition Using Multi-phased Approach](#) for discussion on streamlining and flexibility.)

At time of Alliant 2 awards, financial reviews were completed for all awardees. To determine current financial capability, we recommend that OCO's consider doing due diligence of financial responsibility specific to high dollar, high risk Task Orders.

**Price or cost must always be an evaluation factor for all Task Orders.**

Evaluation factors other than price or cost should be limited to *meaningful discriminators* in order to reduce administrative costs and time for both the contractor and government. A meaningful discriminator could anything “that keeps you up at night”. Under Alliant 2, several technical factors were considered as part of the evaluation process. Cyber security and system security were given a strong focus and higher weight. Therefore, if applicable to your Task Order, these factors could be used as discriminators in a Task Order competition. The competition requirements in FAR 6 and the policies in FAR 15.3 do not apply to the ordering process. FAR 16.505 provides instructions regarding the Task Order selection process.

Use of the Uniform Contract Format (UCF) found in FAR 15.204 is not required for Alliant 2 Task Orders.

**Provision and Clause Configuration (Master Contract Section I through I.1.1)**

Provisions and clauses supplementing the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added in Task Order solicitations as long as they are not inconsistent with the Master Contract's terms. Refer to FAR 52.101(b)(2)(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. The Alliant 2 Master Contract has added the required DoD provisions and clauses (See Master Contract Attachment J-1 DoD Required Provisions and Clauses).

**IT Labor Crosswalk Matrix**

The IT Labor Crosswalk Matrix is a resource that provides a key word search to assist the OCO in identifying the Alliant 2 Labor Category Titles with “also known as” labor categories (LCATs) that are used commercially. Additional information on the information technology labor equivalency (crosswalk) can be found at the O-Net Online at <https://www.onetonline.org/>.

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

GSA offers Ordering Agencies (typically ordering contracting officers) an opportunity to utilize the no-cost scope compatibility review service for the Alliant 2 GWAC. This quality assurance measure has been made available for those Federal Agencies that would like assistance in determining overall scope fit of a prospective requirement

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

## **Step 4: Issue the Solicitation**

### **Competitive Task Orders – Provide that Fair Opportunity be Considered**

The Alliant 2 GWAC was awarded using competitive procedures resulting in multiple awards. Unless a FAR-approved exception applies, all orders with an estimated value expected to exceed the micro purchase threshold are to result from a fair opportunity to be considered per FAR 16.505(b)(1).

### **Task Orders in Excess of \$5.5M**

In accordance with FAR 16.505(b)(1)(iv), for task or delivery orders in excess of \$5.5M, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless "all contractors" are provided the following:

- A notice of the task or delivery order that includes a clear statement of the agency's requirements,
- A reasonable response period;
- Disclosure of the significant factors and sub factors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
- Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
- An opportunity for a post-award debriefing in accordance with paragraph FAR 16.505(b)(6) of this section.

The following pertains to all Task Orders:

1. Evaluation criteria will be established in the RFQ/RFP/RFI/SOO (price or cost will always be a criterion), pursuant to FAR 16.505. FAR Part 15.3 is not applicable to the ordering process. It is a best practice to clearly state what part of the FAR you are following when issuing your Task Order. GWACs follow FAR 16.505 which is clearly designed to provide OCOs with the greatest latitude in the development of their Task Order placement procedures, while encouraging the use of streamlined ordering processes (e.g., orals, multiphase processes, and other methods that offer a fair opportunity to be considered for award) which will save agencies time, money and resources in their Task Order procurement cycle.
2. Past experience may be evaluated at the prime or the subcontractor level depending on Ordering Agency needs,
3. Past performance was a criterion for master contract award. OCOs may again use past performance as an evaluation criterion for Task Orders,
4. Provide fair notice of the intent to issue an Order; afford all contractors fair opportunity to be considered for each Order and have that offer fairly considered
5. Provide a reasonable response period
6. Disclose significant factors and or sub-factors if applicable
7. When award is made on a value basis, provide a written statement documenting the basis for award and the importance of quality and other cost factors

## Exceptions to Fair Opportunity

Some acquisitions may require an OCO to utilize a fair opportunity exception. 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). Making this known to the GWAC Program is greatly appreciated since exception to fair opportunity data is reported to OMB annually.

## Disseminating the RFI/RFQ/RFP

The government may disseminate RFI/RFQ/RFPs via GSA's e-Buy at [www.gsa.gov/ebuy](http://www.gsa.gov/ebuy), email, fax, commercial mail carrier or other electronic means as prescribed by the OCO's agency. OCOs should use a method of disseminating Task Order solicitations that establishes receipt, and not just transmission. GSA's e-Buy is one such system.

Secret/National Security Task Order requests are not required to be posted to the GSA e-Buy System.

### Other Channels

Ordering Agencies may use other channels of communication to provide fair opportunity as long as all Contractors in the Alliant 2 pool are notified. A Master Contract Task Order RFP/RFQ/TOR may also be issued by:

- Emailing the Alliant 2 GWAC Awardees [Alliant2awardees@gsa.gov](mailto:Alliant2awardees@gsa.gov)
- Posting to an agency ordering system. The Ordering Agency must also ensure all GSA GWAC Contractors are registered and listed thus ensuring fair opportunity whenever using other channels of communication. For example, the GSA Assisted Acquisition Service OCOs using the GSA IT Solutions Shop can utilize the eBuy Connect - Sources Sought feature which will enable the posting of Alliant requirements into the GSA eBuy system. The actual receipt of proposals may occur outside of the eBuy system, and as directed in the Task Order Request.

Task Orders initiated under an exception to fair opportunity FAR 16.505(b)(2) are not required to use GSA e-Buy or the [Alliant2awarded@gsa.gov](mailto:Alliant2awarded@gsa.gov) email.

## Step 5: Evaluate Proposals

### General

OCO's should evaluate proposals based on the methodology stated in the Task Order solicitation to maintain fairness in the ordering process and mitigate protest risk.

The OCO is responsible for analyzing Task Order proposals and documenting the cost or price evaluation to include a determination that the final agreed to price is fair and reasonable, irrespective of contract type(s) IAW FAR 15.4 Contract Pricing and agency requirements.

The OCO should consider contract type, complexity and circumstances of each Task Order to determine 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.

The Contract Access Fee (CAF) is 0.75% to be applied to the total price for contractor performance as billed to the government on each Task Order. The CAF is paid by the Ordering Agency, but remitted to GSA by the Contractor. Based on the established CAF rate, the Contractor shall include the CAF in each proposal. The Contractor shall include the CAF as a separate cost element on all proposals to the government, regardless of contract type. The CAF shall never be treated as a negotiable element between the Contractor and the Ordering Agency. The CAF Rate, effective at time of the Task Order award, shall remain the same for that Task Order for the full term of the Order.

## Order Types

Authorized order types available under the Alliant 2 GWAC are as follows:

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

### Fixed Price

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

### Time & Materials and Labor Hour

If not using Fixed-Price Order Type, FAR 16.601 Time- and materials contracts requires contracting officers to document the rationale which applies to other Order Types.. [Appendix IV: Additional Guidance for Implementation of FAR 52.232-7 Payments under Time- and – Materials and Labor-Hour Contracts](#) offers guidance for Labor-Hour and Material payment. The determination and findings required by FAR 16.601(d) Limitations requires a higher level of review Please check agency guidance for the required level of review and approval.

### Hybrid Blends

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

### Incentive

The OCO must evaluate and determine the appropriateness of all Incentive terms, and develop a surveillance plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4 and FAR 16.4. OCOs considering incentives are reminded of their obligations under FAR 1.602-2.

### Cost Reimbursement

As defined in FAR Part 16, Type of Contracts, all types of Fixed-Price, Cost-Reimbursement, Incentive, Time-and-Materials (T&M), and Labor-Hour (L-H) are permissible for Orders under the Master Contract. In addition, the Award Term Incentive may be used for Orders under the master contract.



## **Requirements Task Order type under an IDIQ Master Contract**

In very limited cases, it might be appropriate and beneficial to consider a Requirements contract type in a Task Order that can be used singly or in combination within a single Task Order comprising multiple Contract Line Items.

A Requirements contract type in a Task Order is a single contract award issued under this indefinite-delivery, indefinite-quantity (IDIQ) Master Contract vehicle. Executing and funding individual CLINS and SubCLINS under this Task Order type are not considered to be second-tier instruments issued under the awarded Task Order. Also, the agency's clearly defined Requirements Task Order procurement, as with any contract type listed in Section B.9, must be within the scope of the Master Contract's Section C. Using this Contract type has many restrictions and is ONLY to be used under certain circumstances. OCO's should thoroughly read Alliant 2 Section B.9.1 Requirement Contract Type before proceeding. GSA encourages the OCO's to call or write to the GWAC Contracting staff for further questions at IT Services Contract Operations Division at the Federal Acquisition Service.

## **Cost Accounting System**

Not all Alliant 2 Prime Contractors' kept their Cost Accounting Systems adequate at time of Contract award, therefore it is the OCO's responsibility to do due diligence when determining the adequacy of a Prime Contractor's Cost Accounting system prior to award of an individual Cost type Task Order as business systems can change over time.

Information on "adequacy" can be obtained by asking the Alliant 2 Prime to submit their current status with their Task Order submission and/or the OCO may contact the Cognizant Federal Agency (e.g., DCAA/DCMA) directly to obtain this information. The Contractor must have their CAS deemed adequate and/or approved by DCAA/DCMA or a Cognizant Federal Agency (CFA) at time of Task Order award.

## **Step 6: 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 price or cost and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.

The contract file shall also identify the basis for using an exception to fair opportunity in accordance with FAR 16.505(b)(2)(ii) – Exceptions to the Fair Opportunity Process. The document supporting the award should be sufficiently detailed to clearly explain why the Industry Partner was selected for award.

Task Orders may be issued on any Federal Agency authorized form. 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 sent to the Division via fax or email.

### **Announcement of Award**

Announcement of Task Order award to all competing offerors is strongly encouraged when a fair opportunity to be considered is provided, especially for awards greater than \$5,500,000. It is



generally not necessary to announce Task Order awards in FedBizOpps. As previously mentioned, use of a fair opportunity exception may require posting (FAR 16.505(b)(2)(ii)).

## **Debriefing**

In accordance with FAR 16.505(b)(6), debriefings consistent with FAR 15.506, or authorized customer agency supplement, are required when timely requested for Orders greater than \$5,500,000. Debriefings for Orders less than \$5,500,000 are also encouraged, but are not required.

## **Alternate 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 an OCO's final decision, the time limitations or procedural requirements for filing an appeal of the OCO's final decision are not altered.

## **Task Order Level Protest**

In accordance with FAR 16.505 (a)(10) 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 Task Order increases the scope, period of performance, or maximum value of the Master Contract.

All protests at the Task Order level are handled by the agency soliciting the Task Order. FAR 16.505(a)(10)(i)(B) grants sole authority to hear protests of orders in excess of \$10 million and filed in accordance with the procedures at FAR 33.104 to the GAO.

## **Ombudsman Process**

In accordance with FAR 16.505(b)(8) and 10 U.S.C. § 2304c(3), complaints related to matters affecting Order awards may be directed to the designated Ombudsman.

**GSA Personnel Only:** Subject to GSAR 552.216-74, GSA designates an Ombudsman to this Master Contract. For the purposes of the Master Contract, the primary duties of the GSA Ombudsman, as it concerns GSA GWACS, is to review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of Task Orders consistent with the procedures of the Master Contract. The Ombudsman is a senior GSA official who is independent of the GSA GWAC PCO, GSA GWAC ACO, or OCO.

The GSA Ombudsman is:

Task and Delivery Order Ombudsman Office of the Chief Acquisition Officer  
U.S. General Services Administration 1800 F Street, N.W.  
Washington, DC 20405

Email: [GSAIndustrySupport@gsa.gov](mailto:GSAIndustrySupport@gsa.gov)

## **Step 7: Administer and Closeout the Task Order**

### **Quality Assurance – Industry Partner Surveillance**

The OCO is responsible for assuring that Industry Partner performance meets the minimum requirements established in the Task Order, documenting the Task Order file and communicating with the Industry Partner to ensure the government is receiving the contracted services. If Industry Partner performance monitoring is delegated to a Contracting Officer Representative (COR) or

Contracting Officer Technical Representative (COTR), the specific authority/limitations should be documented in accordance with FAR 1.602-2(d) and a copy provided to the Industry Partner.

## **Reporting Past Performance**

Each OCO is responsible for ensuring that the contractor's performance on each Order is reported in CPARS in accordance with the policies in FAR 42.15. Follow agency procedures for preparation, review, and submission of performance reports.

## **Reporting Task Order Closeout**

It is the OCO's responsibility to close out Orders per FAR 4.804 and 4.805 within 36 months of Task Order expiration or sooner. Please provide a copy of close out modifications to the GSA in accordance with the DPA.

## **Other Ordering Considerations**

### **Potential Organizational Conflicts of Interest**

If 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 remediation approach is available which mitigates the risk or if other appropriate action is necessary consistent with FAR 9.5. The OCO will routinely work with their agency legal counsel on such matters.

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

### **Industry Partner Responsibility – Task Order Level**

Overall responsibility has been determined for each GWAC Industry Partner per FAR 9.1. However, in accordance with FAR 9.405-1, OCOs shall complete and document a review of active exclusions (SAM.gov) on Industry Partners they intend to award Task Orders to prior to making each Task Order award.

### **Task Order Funding**

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

### **Assuring IT Services are the Principle Purpose of Every Task Order**

For a current definition of IT, see FAR 2.101.

If your requirements include any of the following, a complimentary advance scope compatibility review is highly recommended. ([gsa.gov/gwacscopereview](http://gsa.gov/gwacscopereview))

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

### **Not Allowed on the Alliant 2 GWAC**

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

- Orders for which IT services are not the principle purpose,
- Renting/ Leasing – an Industry Partner, as a private party, may enter into rental or lease agreements for real or personal property in order to fulfill order requirements as a service, but the government will not be a signatory to such agreements,
- Blanket Purchase Agreements – consult with a Small Business GWAC PCO for alternatives,
- Oral Orders and Orders for which supplies or software/hardware are the principle purpose.

## **Cyber Security Considerations**

Alliant 2 contractors have acknowledged the GSA and Federal IT Security standards, policies, and reporting requirements which have been incorporated to the Master Contract. See Alliant 2 RFP J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems. Further cyber-security requirements may be written in to the Task Order work statement and clauses by the Ordering Agency.

## **Security Clearance Considerations for Classified Task Orders**

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

## **When Access is Required during the Solicitation Process**

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

## **When Access is NOT Required During the Solicitation Process**

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

Solicitation and Task Orders should specify if facility security clearance granted by a Cognizant Security Agency (CSA) is required, and the highest required facility security clearance level. If the customer agency prefers or requires clearances from a particular CSA, it should be stated in the solicitation.

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

Solicitations and Task Orders should specify if CSA cleared safeguarding is required and the highest required level. The safeguarding level should not exceed the facility security clearance level.

If the agency requirement is for active facility security clearance and/or current personnel security clearances as an award prerequisite, it should be identified in the solicitation. When required as a condition of award, the following sample language is suggested for the solicitation:

*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 Task 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.*

## **Order Duration**

The Alliant 2 Master Contract ordering period is one five-year base period with one five-year option period. See the contract for specifics.

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

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

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

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

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

Specific Task Order duration guidelines for the individual GWACs are addressed online at their respective websites [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs).

## **Solicitation Cancellation**

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

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

## **Service Contract Labor Standards**

The Alliant 2 GWAC Labor Categories are considered bona-fide executive, administrative, professional labor and generally exempt from the Service Contract Labor Standards (SCLS). To the extent that any labor is subject to the SCLS and within scope of a Task Order and the individual GWAC, the OCO must identify such work under a separate CLIN on the Task Order and apply wages in accordance with FAR 22.10.

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

## **Wage Rate Requirements (Construction)**

OCO's are reminded that the IT services must be the principle purpose of each Task Order. The OCO shall ensure the compatibility of appropriations.

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

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

## **Rights in Data**

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

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

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

## **Part III - APPENDICES**

### **Appendix I – Roles and Responsibilities**

GSA is designated by OMB to issue and administer the Alliant 2 GWAC. With that designation, rests oversight. In addition to reviewing Task Order scope and addressing any scope incompatibility, GSA reports the following to the OMB:

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

Typical responsibilities for GWAC PCOs, requiring activities and OCOs are shown below, and are established in writing between the parties in a written GSA issued Delegation of Procurement Authority (DPA). A specimen DPA is available in Appendix III.

#### **GWAC PCO Responsibilities**

The Alliant 2 PCO awards, administers, and oversee the GWACs, which include, but are not limited to:

- Have exclusive, non-delegable rights to modify Master Contract terms and conditions
- Provide advice and guidance to Ordering/requiring activities, OCOs and Industry partners regarding scope and acquisition regulations
- Help Ordering/requiring activities understand how the Small Business GWACs can be used to meet IT requirements
- Conduct Meetings with GWAC Industry Partners
- Review Subcontract Reporting and Quarterly Status Reporting

#### **Requiring Activity**

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

#### **OCO Responsibilities**

The Alliant 2 PCO awards, administers, and oversees the Task Orders, which include, but are not limited to:

- Serve as the default COR/COTR for orders (may re-delegate this in writing)
- Place order(s) per DPA terms
- May not modify the Alliant 2 master contract
- Maintain focus on individual orders
- Provide for a fair opportunity to be considered per FAR 16.505
- Manage order administration

- Oversee and execute in-scope order modifications
- Resolve order disputes
- Ensure FPDS-NG reporting is completed
- Ensure all Task Orders and support information are forwarded to GSA in a timely manner
- Ensure past performance is completed in accordance with agency procedures
- Ensure all Task Orders are for IT services or IT services-based solutions
- Perform order close out

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

## Appendix II: GSA Alliant 2 Points of Contact

The Enterprise Acquisition Division will continue to provide support throughout the life of the Order. Contact the Enterprise Acquisition Division with any comments and concerns via phone or e-mail. Access the contract and supporting information through links on the Alliant 2 website.

Alliant 2 GWAC Points of Contact for Program Management and Contracting as follows:

Alliant 2 GWAC E-mail: [alliant2@gsa.gov](mailto:alliant2@gsa.gov)  
Alliant 2 GWAC Website: [www.gsa.gov/Alliant2](http://www.gsa.gov/Alliant2)

### Points of Contacts

#### Program Management

Paul Bowen  
Acting GWAC Program Director / Technical Specialist  
E-mail: [paul.bowen@gsa.gov](mailto:paul.bowen@gsa.gov)  
Telephone: 617-913-3523

Omar Saeb  
Alliant 2 Program Manager  
E-mail: [omar.saeb@gsa.gov](mailto:omar.saeb@gsa.gov)  
Telephone: 619-578-4722

#### Client Support

Mimi Bruce  
Alliant 2 Director Client Support  
E-mail: [mimi.bruce@gsa.gov](mailto:mimi.bruce@gsa.gov)  
Telephone: 510-292-5836

#### Contracting

John Cavadias  
Alliant 2 PCO  
E-mail: [john.cavadias@gsa.gov](mailto:john.cavadias@gsa.gov)  
Telephone: 619-696-2856

Diemle Phan  
Alliant 2 GWAC ACO  
Email: [diemle.phan@gsa.gov](mailto:diemle.phan@gsa.gov)  
Telephone: 858-243-8006



## Appendix III: Sample DPA

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 appointing organization. The DPA authority does not extend to the GWAC Master Contract or Task Orders awarded by other OCOs outside your current appointing 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:

- **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.
- **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. If that you are re-warranted in a new federal organization (DoD or Civilian), a new DPA request will be expedited. The DPA cannot be re-delegated.
- **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.
- **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).
- **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, or authorized agency supplements or exceptions thereto, prior to Task Order award. Any exceptions to fair opportunity to be considered (“fair opportunity exceptions”) must be consistent with FAR 16.505 or authorized agency supplements or exceptions thereto or as otherwise required or allowed by statute. If a fair opportunity exception is taken, the OCO should reasonably document the basis for the exception.
- **Funding** – Verify that funding is available. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- **COR/COTR** – If a Contracting Officer’s Representative (COR) and/or Contracting Officer’s Technical Representative (COTR), is assigned to perform order monitoring functions, you must ensure that the extent of their authority and responsibilities is clearly defined and agreed upon. It is a best practice to complete COR and/or COTR designations in writing and present them to the Contractor in order to establish clear roles and responsibilities during Task Order administration. Ensure that any COR or COTR you designate is properly equipped, trained and qualified to handle those responsibilities pursuant to your agency policy.
- **Task Order Protests, Disputes and Claims** –Receive and respond to Task Order protests, disputes and claims. The appointing agency is responsible for the OCO’s decisions and actions as an appointed 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.

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

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

## Appendix IV: Additional Guidance for Implementation of FAR 52.232-7 Payments under Time-and-Materials and – Labor-Hour Contracts

FAR 16.601(f) 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 order, OCOs should answer the following questions:

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

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

### 2. If my requirement doesn't meet the FAR definition for a commercial item, is adequate price competition expected?

If adequate price competition is expected, use FAR 52.216-29 T&M/LH Proposal Requirements—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(f) permits contracting officers to amend the provision to make mandatory one of the three approaches described above.**

**NOTE: For the Department of Defense, pursuant to FAR 52.216-29 with DFARS 252.216- 7002, Alternate A, the offeror is required to only provide separate loaded hourly labor rates for prime contractor labor, each subcontractor, and/or each division, subsidiary, or affiliate. The offeror must specify whether each loaded hourly labor rate applies to the prime contractor, each subcontractor, and/or each division, subsidiary or affiliate.**

**3. My requirement doesn't meet the FAR definition for a commercial item and I don't expect adequate price competition. Which provision do I use?**

Use FAR 52.216-30 T&M/LH Proposal Requirements—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 V: Sample Task Order Solicitation Template

## 1.0 MASTER CONTRACT Task Order Solicitation Notice

- 1.1 PSC Code: The services in this solicitation are best represented by PSC Code [insert the applicable PSC Code and title].
- 1.2 Extent of Competition: [check the boxes that apply] This solicitation will be based on  fair opportunity procedures;  an Exception to Fair opportunity as designated below;
  - 1.2.1 Exception: A B C  D E F (Describe the exception to fair opportunity and your rationale)
- 1.3 Types of Services and Performance Locations: [check the boxes that apply] The services in this solicitation are:
  - 1.3.1  classified  unclassified  a mix
  - 1.3.2  commercial  non-commercial  a mix

Services will be performed in [insert city (ies), state(s), and/or country(ies)].

Performance locations are  CONUS  OCONUS  a mix, and are performed  on Government site  on Contractor's site  on both Government and Contractor's sites.

[if performance will be in multiple locations and/or a mix of CONUS, OCONUS, Government and Contractor sites, identify in solicitation section 2.0, Description of Services which services are performed where.]

## 2.0 Description of Services

[Use the format below or your agency preferred format for you statement of work. Remember that performance-based SOWs are preferred.]

- 2.1 Background
- 2.2 Scope
- 2.3 Statement of Work
- 2.4 Places of performance and work conditions/hours

## 3.0 Delivery and Performance Information

[Enter a table of deliverables, if applicable, and/or other applicable service delivery terms. Include performance standards and metrics that will apply to your performance- based statement of work, or performance measurements that will be used to verify non- performance-based services.

Address, quantity and quality considerations, due dates, deliverable submittal instructions, and similar information related to the basis for contractor performance evaluations.]

## 4.0 Contract Line Items and Contract Type

List the CLINS with their descriptions and pricing information. Remember to use separate distinct CLINS for work with different pricing types and to use a separate CLIN for the CAF. See example CLINS below.

CLIN 0001 (Firm Fixed-Price) Provide an Information Technology services-based solution and Information Technology services for the Citizens Assistance and Response to Emergencies

(CARE) Program. These services are performed in CONUS, on Government site, in Washington, D.C. Solicitation sections 3.1, 3.2, 3.3, 3.4, and 3.5 apply.

CLIN 0002 (Cost-reimbursable, Fixed Fee) Provide an Information Technology services-based solution and Information Technology services to the CARE Operations Centers in Washington, D.C.; New York, NY; San Francisco, CA; and Chicago, IL. These services are performed in a mix of Government and Contractor facilities as delineated in solicitation sections 3.0, 3.1, 3.6, 3.7, 3.8, and 3.9.

CLIN 0003 (Surge CLIN if applicable)

CLIN 0004 (Other Direct Costs if applicable)

CLIN 0005 (Travel if applicable)

CLIN 0006 (Optional CLIN if applicable)

CLIN 0007 Contract Access Fee (Cost-reimbursable)

## 5.0 Solicitation Provisions and Clauses

5.1 In accordance with Master Contract section I.1, all *Applicable* and *Required* provisions/clauses set forth in FAR 52.301 automatically flow down to all MASTER CONTRACT Task Orders, based on their specific contract type (e.g., cost, fixed price etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the Task Order solicitation is issued. All fill-in clauses and provisions need to be included in the Task Order solicitation.

5.2 Agency specific provisions and clauses. The following provisions and clauses apply to this Task Order: [add any agency specific provisions and clauses here that will apply to the order solicitation and resultant Task Order.]

## 6.0 Proposal Preparation and Submission

[Insert instructions for preparation and submission of proposals. Keep submission requirements to a minimum.]

## 7.0 Evaluation Factors and Basis of Award

[Identify the factors to be considered in selecting a proposal for award. Tailor this section based on the dollar value of the Task Order.]

## 8.0 Government Contacts

[Identify Government contacts information for solicitation inquiries and proposal submission.]

Note: Sample Template is intended to be discretionary. OCO's are given broad discretion to develop their own Task Order procedures.

## Appendix VI: Streamlined Task Order Competition Using Multi-phased Approach

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. Various multi-phased approaches are acceptable under FAR 16.505 (b) (1) (v) (A) (5) (ii) and are totally discretionary on the part of the OCO.

Some examples of phased approaches may include ***but are not limited*** to demonstration capabilities, white papers, use of Go/No-Go criteria, oral presentations, and risk analysis/assessment. **No one approach is advocated or mandated under Alliant 2. Agency OCO's should Tailor the Task Order Process to meet their agency specific needs.**

**Below is but JUST ONE example of a multi-phased approach**

### Phase One

- Develop a preliminary RFQ or RFP that includes salient characteristics of the specific requirement (e.g., work synopsis, cyber security needs, security clearance needs, specialized information, certifications required, deliverables, response requirements) and discloses the general basis on which selections will be made.
- Instruct Industry Partner to inform the OCO of their affirmative interest in the competition by the date shown in the preliminary RFQ or RFP or they will not be included in phase two. Include a statement that a non-response in the affirmative will constitute an opt-out,
- Establish a response deadline that makes sense for phase one, understanding that the bid/proposal effort for phase one is typically minimal for the Industry Partners. A few days will typically suffice, and then
- Transmit the preliminary RFQ/RFP to the Industry Partners to determine their interest in the competition, permitting them to opt-in or opt-out of phase two. GSA's e-Buy is the preferred system because it will allow the OCO to include only the chosen GWAC's Industry Partners, and provides proof that that it was posted. Industry partners are responsible for monitoring e-Buy and keeping their information current.
- If you use other channels of communication to provide fair opportunity be sure to maintain a record of the preliminary RFQ or RFP transmittal as evidence of receipt and responses in the Task Order file to document use of fair opportunity procedures. Save transmission failure notices for the record. Make sure to reasonably assess and address any transmission failures to ensure fair opportunity to be considered is provided. Consult with the GWAC PCO for advice on transmission failures. Using E-Buy provides a high degree of assurance that fair opportunity to be considered has been provided.
- The OCO must include all of the Industry Partners that have indicated interest in further consideration/opted-in for phase two, but not those which did not respond in the affirmative under phase one.



## Phase Two

Please ensure that all Industry Partners who opted-in during Phase One receive a copy of the RFQ or RFP in Phase Two. Historically, this process reduces the number of proposals by targeting those Industry Partners that have researched their current capabilities and availability, and provides useful acquisition planning/logistical/milestone information. GSA's eBuy is not recommended as a means of issuing the Phase Two solicitation as it does not allow restriction to a sub-set of the Industry Partners. In a multi-phased procurement, eBuy can only be used to notify all contractors and permit them to opt-in or opt-out however Phase Two (e.g., contractors who opt in) will receive the solicitation by email.

## **Appendix VII: Leveraging FAR 16.5 Flexibilities While Staying out of FAR 15.3**

The Alliant 2 GWAC is a Multiple Award Indefinite Delivery Indefinite Quantity Contract (MA/IDIQ). Federal Acquisition Regulation 16.505(b) establishes ordering requirements for orders under MA/IDIQ contracts. While the FAR provides considerable flexibility to Contracting Officer to fashion appropriate ordering procedures, and encourages a streamlined approach, it does not offer more than very general guidance on what a streamlined approach might be. Rather it primarily states that the competition requirement in FAR part 6 and policies in FAR subpart 15.3 do not apply to the MA/IDIQ ordering process. Therefore understanding what is not applicable to the Ordering Process is an important starting point as implemented in FAR 16.505, MA IDIQ contracts are characterized by the following:

- Deletion of the public notice requirement when placing orders,
- Limitations on protests in connection with the issuance of orders < \$10M except on the grounds that the order increases the scope, period, or maximum value of the contract,
- Mandate that all awardees have a fair opportunity to be considered for orders in excess of \$3,500. Fair opportunity applies to each order unless an exception applies (See Exceptions FAR 16.505(b)(2) under Step 3 of this Ordering Guide),
- Broad discretion offered to OCOs, and
- The non-applicability of FAR 15.3

### **FAR Part 15.3 Not Applicable to the Ordering Process**

The Alliant GWAC fully embraces the letter and spirit of FAR 16.505. This is particularly true for the statement in FAR 16.505(b) (1) (ii) that states “The policies in 15.3 do not apply to the ordering process.” The Alliant GWAC considers the above FAR 16.505 statement key in preserving the intent of the FASA to not encumber the Task Order selection process of MA IDIQ contracts with complex procedural requirements. The cost of proposal preparation is a major consideration in the Industry Partner’s decision whether to compete. Obstacles to competition should be removed whenever possible. Examples of such obstacles include:

- Unnecessarily short proposal response times,
- Unduly burdensome proposal instructions,
- Excessive number of evaluation factors,
- Acronym filled statements of work that only the incumbent can understand, and
- Using FAR 15.3 concepts and procedures.

Not using FAR 15.3 concepts and procedures has the following advantages for your Task Order selection process:

- There is no requirement to set a “competitive range” using all the published evaluation factors. This means that you can save yourself and the Industry Partners considerable time and money by phasing your procurement in a manner that uses the least costly factors to initially down select the offerors. You may use a variety of written/oral techniques and methodologies to provide the framework for some type of down selection to take place. Additionally, both the multiphase and advisory multistep processes could provide such a framework and either could be accomplished using a written/oral format. The basis of your approach should be created based on the specifics of your requirement.

- Since a competitive range is not established, there is no need to be concerned with the nature of exchanges with the offerors. Ordinarily in FAR 15.3 procurements, the contracting officer draws a distinction between “communications” and “discussions.” On a GWAC buy you can engage in detailed exchanges about any aspect of an offer at any time. Naturally, you should make every effort to treat each offer equitably.
- There is no requirement to capture “The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation...” as required in FAR 15.305. This means your evaluation system can be very streamlined. For example, you can use any evaluation system you wish (e.g., pluses and minuses and/or narrative statements etc.) as long as you fully justify your ultimate selection.
- You are not bound by the rules in FAR 15.3 for evaluating past performance, such as the requirement to provide a neutral rating to an offeror without any past performance. Furthermore, if you choose not to use past performance as an evaluation factor, there is no requirement to document the file with your rationale.
- There is no requirement to follow the FAR 15.305 requirement to “evaluate competitive proposals and then assess their relative qualities.” In other words, your evaluation system can immediately compare one offeror to another in order to determine the rank ordering for selection. There is no need to first consume time rating each offeror independently against the evaluation factors before making a comparison. This significantly speeds the evaluation process. (For further information on comparative analysis, contact the GWAC Division for information.)

## Appendix VIII: Creating Task Order Flexibility through Hybrid Pricing Arrangements

In many complex IT buys we recognize that work may run the gamut from well-defined work (to the degree it can be fixed priced) to work that has uncertainties. Therefore, it is reasonable to expect that various contract types (e.g., fixed price to cost plus) may be required due to these levels of uncertainty about some aspect of the requirement. In order to support these complex IT services work efforts we recommend hybrid pricing arrangements using a combination of CLINs (e.g., optional) with various pricing arrangements (e.g., contract type(s)) associated with each CLIN as deemed appropriate by the OCO.

By definition, Cost and T&M contract types are typically appropriate when uncertainties involved in the contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. FAR 16.505(a) (2) states “Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed.” Neither this statement nor any other FAR or regulatory language on IDIQ contracts limits the contract type used.

Furthermore, the definition of “clearly” is not further expanded upon but merely qualified to the extent that sufficient information is provided so that a total ceiling price/cost may be established. That said, we agree and advise OCOs that the Task Order must include a “reasonably definite description of the work” to the extent that Offerors understand the full requirement in order to establish a realistic ceiling price. This approach acknowledges that service contracting requirements may be less specific than those found in commodity acquisitions and therefore, fewer fixed price arrangements may be possible.

To that end CLINs/Optional CLINs can be used to enhance flexibility and address cases where the quantities of services and/or supplies needed for a given order are not known with absolute certainty. When developing CLIN structures and hybrid contract type scenarios the following best practices are recommended:

- Ensure that there is a “reasonably definite description of the work” to the extent that the total work effort can be established via a realistic cost/price ceiling; whenever possible establish a fixed price for work that can be well defined.
- When uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract consider developing a Task Order CLIN structure that may include CLINs/Optional CLINs with differing contract types.
- Each CLIN (e.g., T&M or Cost) must have a ceiling and a description; the sum of all CLINs will be the full cost of performance of the Task Order.

OCO's should always tailor their Task Order CLIN structure to meet their agency's requirement.

**Below are some examples of “optional surge CLIN verbiage” that OCOs have used in support of their agency's Task Order CLIN structures:**

- **Optional CLINs** - The exercise of any option shall be in writing by the Contracting Officer in accordance with FAR 52.217-7, incorporated into this contract in Section I, and the schedule set forth in sub-paragraph d. below. Within the limitations specified in this clause, the XYZ Agency reserves the right to exercise any CLIN within Option Periods One through Twelve. Sections B.6 through B.12 contain the pricing for the optional line items.
- **Optional Task Surge Capability** - If exercised by the Government, the Contractor shall provide on a Firm Fixed Price or Labor-Hour basis the personnel and other resources necessary to accomplish the optional work described in PWS Section 4.8.1. The Not-To-Exceed value for this optional CLIN shall be \$4.6M per year. The contractor shall propose a

proportionate amount of their core labor mix which will allow them to respond to ad hoc type surge requirements that may span the full breadth of technical requirements defined in the PWS.

- **Optional Surge Capability** - The Government reserves the unilateral right to exercise Optional Surge Capability to support unforeseen, ad hoc requirements or unplanned increases in workload that may arise under the scope of this PWS. Optional surge capability support will be invoked at the Government’s discretion through a written Task Order modification issued by the Contracting Officer. For pricing purposes, the Not-To-Exceed (NTE) ceiling amount established for this Optional Surge capability in each year of performance is shown in the following table.
- **NTE Surge CLIN** – The contractor will not be guaranteed any hours under this CLIN. See statement of work Para 2.1.1.8. The Contracting Officer has unilateral authority to execute the Surge CLIN.
- **COTS Hardware and Software Support Optional** - Hardware & Software ODCs. This is an optional Not-To-Exceed cost reimbursable line item under this CLIN for Government authorized hardware and software products procured IAW procedures defined in the PWS and the Contractor’s underlying Alliant 2 Contract. Contractors may apply indirect loadings and material handling fees in accordance with their normal accounting practices.

**Example 1**

B.7.1 BASE PERIOD:

MANDATORY LABOR CLIN (FFP)

CLIN	Description	QTY	Unit	Total Firm Fixed Price
0001	Program Management Support	12	Month	\$

MANDATORY LABOR CLIN (CPFF)

CLIN	Description	Level of Effort/ # of Hours	Estimated Cost	Fixed Fee	Total Cost Plus Fixed Fee
0002	Tasks 2 - 6		\$	\$	\$ _____

COST REIMBURSEMENT TRAVEL, TOOLS and ODC CLINS

CLIN	Description		Total NTE
0003	Long Distance Travel Including applicable Indirect Rate _____%	NTE	\$ _____
0004	ODCs Including Indirect Handling Rate _____%	NTE	\$ _____

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0006	Contract Access Fee	NTE	\$ _____

TOTAL BASE PERIOD CLINs \$ \_\_\_\_\_

\*Continue CLIN structure as needed for each option period

GRAND TOTAL ALL CLINS: \$ \_\_\_\_\_

**Example 2**

B.XXX BASE PERIOD:

LABOR CLIN	Description	Estimated Cost	Fixed Fee	Total Estimated Cost Plus Fixed Fee
0001	Prime Contractor Labor - All Task Areas	\$ _____	\$ _____	\$ _____

B.7.1 BASE PERIOD:

LABOR CLINS

CLIN	Description	Estimated Cost	Estimated Fixed Fee	Total Estimated Cost Plus Fixed Fee
0001	Labor - Task 1 and Task 2	\$ _____	\$ _____	\$ _____
0002	(Reserved)	\$ _____	\$ _____	\$ _____
0003	(Reserved)	\$ _____	\$ _____	\$ _____

COST REIMBURSEMENT TRAVEL, ANCILLARY PRODUCTS AND TOOLS CLINS

CLIN	Description		Total Ceiling Price
0004	Long Distance Travel Inclusive of Indirect Handling	NTE	\$ _____
0005	Ancillary Tools Inclusive of Indirect Handling	NTE	\$ _____

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0006	Contract Access Fee	NTE	\$ _____

TOTAL CEILING BASE PERIOD CLINS: \$ \_\_\_\_\_

\*Continue CLIN structure as needed for each option period

GRAND TOTAL ALL CLINS: \$ \_\_\_\_\_

**Example 3**

PRICING TEMPLATE					
ID XXXXX					
Contractor:					
Alliant Contract Number:					
POP: Base Year					
CLIN T001 - Transition-In (approximately 2 months of the Base Year; PWS Section 4.6)					

Contract Type	Alliant 2 CLIN Number	Labor Categories	Hours	Alliant 2 Rate	Discounted Rate	Total
Firm-Fixed Price		Labor Category				
		Labor Category				
		Labor Category				
FFP TOTAL - CLIN T001 (Hours and Dollars)						
			FFP Total Divided By 2 months =		Monthly FFP: \$ _____	
CLIN 0001 - Program Management (PM) Support (PWS Section 4.1)						

Contract Type	Alliant 2 CLIN Number	Labor Categories	Hours	Alliant 2 Rate	Discounted Rate	Total
Firm-Fixed Price		Labor Category				
		Labor Category				
		Labor Category...				
FFP TOTAL - CLIN 0001 (Hours and Dollars)						
			FFP Total Divided By 10 months =		Monthly FFP: \$ _____	
CLIN 0002 - Learning Asset IV&V, Analysis, Development, and Sustainment Support (PWS Section 4.2)						
Contract Type	Alliant 2 CLIN Number	Labor Categories	Hours	Alliant 2 Rate	Discounted Rate	Total
Time-and-Materials		Labor Category				
		Labor Category				
		Labor Category...				
T&M TOTAL - CLIN 0002 (Hours and Dollars)						
CLIN 0003 - Learning Asset Systems Development, Maintenance, and Operations Support (PWS Section 4.3)						



Contract Type	Alliant 2 CLIN Number	Labor Categories	Hours	Alliant 2 Rate	Discounted Rate	Total
Time-and-Materials		Labor Category				
		Labor Category				
		Labor Category				
T&M TOTAL - CLIN 0003 (Hours and Dollars)						
CLIN 0004 - Optional Learning Assets and Systems Support (PWS Section 4.4)						
Contract Type						Total
Time-and-Materials	<p>Offerors are instructed not to propose labor categories, rates, or hours for CLIN 0004. At the time that optional support might be required, the Government will forward a Technical Direction Letter (TDL) describing the details of the work required and requesting a breakdown of the labor categories, hours, and rates the Offeror estimates will be required to accomplish the request. However, only labor categories and rates already established in the core requirements of CLINS 0002 &amp; 0003 shall be used to support the optional CLIN 0004. The not-to-exceed ceiling value of CLIN 0004 is established at \$ _____ and shall not be exceeded without written approval from the GSA Contracting Officer.</p>					
T&M TOTAL - CLIN 0004 (Hours and Dollars)					NTE	\$ _____
CLIN 0005 - Special Projects and Studies Support (PWS Section 4.5)						
Contract Type	Alliant CLIN	Labor Categories	Hours	Alliant 2 Rate	Discounted Rate	Total

	Number					
Time-and-Materials		Labor Category				
		Labor Category				
		Labor Category...				
T&M TOTAL - CLIN 0004 (Hours and Dollars)					NTE	\$ _____
CLIN 0006 – TRAVEL						
Cost Reimbursement	x.xx % Applied G&A (fill-in G&A rate, if applicable)				NTE	\$ _____
CLIN 0007 – ODCs						
Cost Reimbursement	x.xx % Applied G&A (fill-in G&A rate, if applicable)				NTE	\$ _____
Total Base Year FFP Labor Hours/Price:					0.00	\$ _____
Total Base Year T&M Labor Hours/Cost:					0.00	\$ _____
Alliant CAF:		(0.75%)				\$ _____
Total Base Year Price:						\$ _____

\*Continue CLIN structure as needed for each option period.

GRAND TOTAL ALL CLINS: \$ \_\_\_\_\_