



***Alliant 3***  
***Governmentwide Acquisition Contract***  
***(GWAC)***  
***Ordering Guide***



**Federal Acquisition Service, Alliant 3 GWAC Program Office**

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# Ordering Guide Overview

Thank you for choosing the Alliant 3 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 3 to deliver the 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 Alliant 3 GWAC's Master Contract. This Ordering Guide may be revised from time to time. Updates to this publication, when they occur, will be available on [Alliant 3 Resources](#).

Ordering Agencies can find information about GSA's GWAC Best-in-Class solutions, including links to individual GWAC websites, the master contracts and the Industry Partner listings, on the [GWACs Homepage](#). Direct questions about this guide should be sent to the Alliant 3 Procuring Contracting Officer (PCO) listed in [Part III - Appendix II](#).

This Ordering Guide refers to Orders/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's Alliant 3 GWAC.

Federal customers interested in the Alliant 3 GWAC awardees should refer to the [GSA GWAC Webpage](#) for more information about when they will be able to accept task orders.

Written correspondence may be sent to [alliant3@gsa.gov](mailto:alliant3@gsa.gov).

# Part I- General Information

## Introduction

The General Services Administration (GSA) Federal Acquisition Service (FAS), Office of Information Technology Category (ITC) awarded the Alliant 3 Governmentwide Acquisition Contract (GWAC) under Full and Open competition to a highly qualified, proven pool of prime contractors capable of providing a full range of Information Technology (IT) Services worldwide.

The ITC portfolio also includes Small Business (SB) Governmentwide Contracts which support a diversified portfolio of pre-competed, Multiple-Award Indefinite-delivery indefinite-quantity (MA-IDIQ) contract vehicles awarded to varying types of small business firms. The SB GWACs are 8(a) STARS II, STARS III, VETS II, and Polaris (see [GWACs web page](#)). These Industry Partners specialize in providing innovative IT services and IT services-based solutions to federal agencies worldwide.

The Alliant 3 GWAC is a MA-IDIQ contract vehicle that provides maximum flexibility in acquiring IT services and services-based solutions for any conceivable IT services-based requirement, driving government savings through efficiencies and improved data reporting 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 3 GWAC will also be 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 Alliant 3 Contract vehicle. The Ordering Guide addresses contracting issues and concepts unique to the Alliant 3 GWAC. 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 Alliant 3 GWAC 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](#) (See Master Contract section G.2.1 Authorized Agencies ).

## What is a GWAC?

A GWAC is defined as a task or delivery order contract for IT. All GWACs are operated by a 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 July 18, 2025 memo, the OMB emphasized Executive Order 14240 and the numerous benefits interagency acquisitions have, including: economies of scale, contract efficiencies, and leveraging resources. The Alliant 3 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 3 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 Alliant 3's Master Contract Section C.4. These solutions 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. IT services and solutions within the scope of Alliant 3 include new, leading edge and emerging technologies that will evolve over the life of the contract vehicle as supported by the Federal Enterprise Architecture (FEA), Department of Defense Information Enterprise Architecture (DoD IEA) Reference Models, and the associated reference models.

## Alliant 3 Socioeconomic Credit

The Alliant 3 GWAC offers socioeconomic subcontracting credit when reported by the Prime. As of 20 February 2026, the Electronic Subcontracting Reporting System (eSRS) is retired, and all Subcontracting reporting capabilities are available on [SAM.gov](https://sam.gov).

Ordering Contracting Officers (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 [SAM.gov](https://sam.gov). The minimum subcontracting goals under Alliant 3 can be found in Master Contract Section G.22.1, see Table 6. The small business subcontracting goals in Table 6 are an aggregate of subcontracted dollars for Task Order(s) that a Contractor will remit to subcontractors for work performed under the Alliant 3 GWAC.

Proper FPDS (Federal Procurement Data System) reporting ensures ordering agencies will receive socioeconomic credit. Ordering agencies and third party assisted contracting services are required to report all orders greater than the micro-purchase threshold in FPDS, in accordance with (IAW) FAR 4.603.

- **Small Business Act:** Government should aid, counsel, assist, and protect, insofar as is possible, the interests of small-business concerns..." [15 U.S.C. 631(a)]
- **Acquisition Planning:** "Include consideration of small business concerns (see [part 19](#))."  
[FAR 7.105(b)(iii)]

- **Rule of Thumb:** Highly recommend using small business acquisition vehicles rather than Alliant 3 for Orders <\$1M

## Access to the Alliant 3GWAC

Orders are awarded by duly appointed contracting officers who have received a written, GSA-issued Delegation of Procurement Authority (DPA), making them 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 agency's 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 Interagency Acquisitions.

## Delegation of Procurement Authority (DPA)

Federal contracting officers must complete the required Alliant 3 DPA training and receive their DPA, making them OCOs before they can issue or administer Alliant 3 orders. It is a best practice for a DPA to be in place before a GWAC opportunity is competed. 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.

## DPA Training

There are various ways to receive 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 the combined GSA GWACs' course:
  - a. FAC 180 - All active GWACs (Alliant 2, Alliant 3, VETS 2, and 8(a) STARS III)
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 [alliant3@gsa.gov](mailto:alliant3@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 but not seeking delegation.

3. On-site for Large Groups Contracting Offices and IT Program Officials

Please contact: Alliant 3 GWAC - [alliant3@gsa.gov](mailto:alliant3@gsa.gov) or 855-482-4348

4. Alliant 3 GWAC Ordering Guide

A thorough review and understanding of this Ordering Guide will also satisfy the training requirement. A current version can be found at the [GWACs web page](#). Since the Ordering Guide is subject to change, please check back periodically for updates.

## **Requesting a DPA**

Once DPA training has been completed, the final step is to request a DPA. To initiate the request, please visit the DPA section of our website at [GWACs web page](#) and complete and submit the DPA Request Form. Once submitted, you will receive an email with your DPA attached within 24 hours.

## **DPA Portability**

Should an OCO change Federal Agencies, the DPA does not transfer. In that circumstance the OCO should e-mail [alliant3@gsa.gov](mailto:alliant3@gsa.gov) to request a new DPA be issued reflecting the OCO's new organization. In this case, retaking the DPA training is not required.

If an OCO leaves Federal employment or a Task Order is reassigned, the OCO should e-mail [alliant3@gsa.gov](mailto:alliant3@gsa.gov) to inform GSA of the identity of the successor OCO, if possible.

## **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 Alliant 3 Master Contract, customer agency policy, and the ordering procedures at FAR 16.505. Once a DPA is granted, the OCO follows their internal process for planning, funding the requirement, gaining any necessary approvals, and documenting the order.

It is recommended that OCOs limit Request for Quotes (RFQ) Request for Proposals (RFP) Task Order Requests (TOR) Request for Information (RFI) submission requirements to only what is necessary in order to promote competition. Further streamlining recommendations can be viewed in [Appendices VI](#) and [VII](#).

### **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, and an information technology strategy in accordance with FAR 7.1 and FAR 39.

When developing an acquisition plan, the competition requirements in FAR 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 [Appendix VII: Leveraging FAR 16.5 Flexibilities While Staying out of FAR 15.3](#) 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](#).)” OMB’s July 18, 2025 memorandum, establishes that ordering under an OMB approved GWAC is presumed to be in the Government’s best interest.

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

A written interagency agreement must be signed by both the servicing agency and the requesting agency before issuing a solicitation when using GSA assisted acquisition services, in accordance with FAR 17.502-1(a). The agreement establishes the general terms and conditions governing the relationship between the parties, including their roles and responsibilities for acquisition planning, contract execution, and the administration and management of the resulting order.

#### **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 provide 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 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 Task Order 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/SOO and pricing objectives consider viewing GSA's [Acquisition Gateway](#) tool. This resource offers a SOW library that can be searched by agency, by specific contract, and by system (e.g., eBay open and contract specific searches).

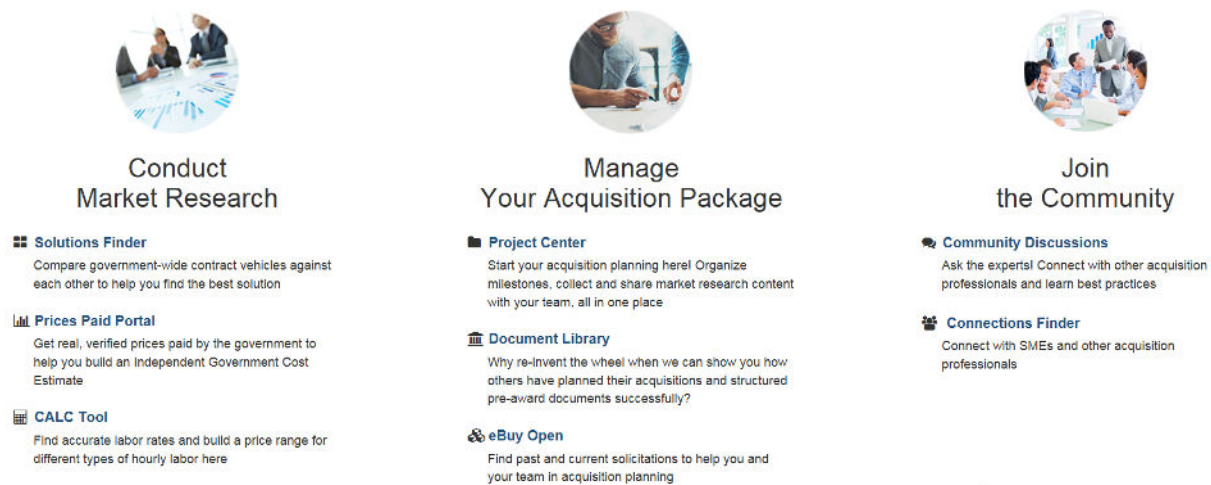


Figure 1 - The GWAC Acquisition Gateway

## Develop the Solicitation

A solicitation may be in the form of an RFP or RFQ. The OCO should be familiar with the process and differences associated with each. Either solicitation must include a PWS/SOW/SOO, 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 in order to use streamlined procedures which may include oral presentations, facilitate increased competition and reduce procurement lead times; thus, allowing contractors to provide more innovative solutions at better prices. (See [Appendix VI: Streamlined Task Order Competition Using Multi-phased Approach](#) for discussion on streamlining and flexibility.)

Financial reviews were conducted, and Alliant 3 awardees demonstrated financial responsibility before receiving an award. To determine a contractor's current financial capability, especially for high-risk Task Orders, we recommend that OCO's consider conducting their own due diligence of financial responsibility.

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

FAR 16.505 provides instructions regarding the Task Order selection process. 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 be anything "that keeps you up at night". If technical factors such as cybersecurity and system security are a high concern, consider giving these factors a strong focus and higher weight as part of your evaluation process. Therefore, if applicable to your Task Order, these factors could be used as discriminators. The competition requirements in FAR 6 and the policies in FAR 15.3 do not apply to the ordering process. Use of the Uniform Contract Format (UCF) found in FAR 15.204 is not required for Alliant 3 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 solicitations and/or awards 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 solicitations. The Alliant 3 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 Labor Category Titles with "also known as" labor categories (LCATs) that are used commercially. The Alliant 3 LCAT Crosswalk Matrix will be posted to (<http://www.gsa.gov/alliant3>) after the Master Contract's Notice to Proceed has been issued and after all awardees have submitted their in-house LCAT and skill set terms that will be used to create the matrix.

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

GSA offers Ordering Agencies, typically OCOs, an opportunity to utilize the no-cost scope compatibility review service for the Alliant 3 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](#) 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 3 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 \$7.5M**

In accordance with FAR 16.505(b)(1)(iv), for task orders in excess of \$7.5M, 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 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 an 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 FAR 16.505(b)(6).

The following pertains to all Task Orders:

1. Evaluation criteria will be established in the RFQ/TOR/RFP/RFI (price or cost will always be a criterion), pursuant to FAR 16.505. FAR Part 15.3 is not applicable to the ordering process. However, it is a best practice to clearly state what part of the FAR you are following during the solicitation phase. 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 saves agencies time, money and resources in the procurement cycle.
2. Past performance 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 and OCOs may again use it as an evaluation criterion for Task Orders.
4. Provide fair notice of the intent to issue a Task Order. Afford all contractors fair opportunity to be considered for each order and have the offer fairly considered.
5. Provide a reasonable response period.
6. Disclose significant factors and or sub-factors if applicable.
7. When an 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/TOR/RFQ/RFP

OCO's should use a method of disseminating solicitations that establish receipt, and not just transmission. The government may disseminate RFIs/TORs/RFQs/RFPs via [GSA's eBuy](#), email, fax, commercial mail carrier or other electronic means as prescribed by the OCO's agency. GSA's eBuy is one such system.

Secret/National Security TORs/RFQs/RFPs are not required to be posted to the GSA eBuy System.

### Other Channels

Ordering Agencies may use other channels of communication to provide fair opportunity as long as all awardees in the Alliant 3 pool are notified. An Alliant 3 RFP/RFQ/RFI/TOR may also be issued by:

- Emailing the Alliant 3 GWAC Awardees via [Alliant3awardees@gsa.gov](mailto:Alliant3awardees@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 Request.

Task Orders initiated under an exception to fair opportunity FAR 16.505(b)(2) are not required to use GSA eBuy or the [Alliant3awardees@gsa.gov](mailto:Alliant3awardees@gsa.gov) email.

## Step 5: Evaluate Proposals

### General

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

The OCO is responsible for analyzing proposals and documenting the evaluation factors 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) of 0.75% is to be applied to the total price for contractor performance as billed to the government on each award. 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 as a separate CLIN 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 the time of award, shall remain the same for that award for the full term of the Task Order.

## **Order Types**

Authorized order types available under the Alliant 3 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, consider FAR 16.601 Time and Materials. These contracts require 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 (D&F) required by FAR 16.601(d) Limitations require 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 and Materials, and Labor Hour). The OCO is responsible for identifying the applicable order type(s) and making the order terms clear within the RFQ/TOR/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**

The OCO will determine fair and reasonable pricing, cost realism, and analyze and negotiate profit for all Cost-Reimbursement Task Orders, in accordance with FAR 15.4 - Contract Pricing and FAR 16.3 - Cost-Reimbursement Contracts. Contractors are required to have an adequate accounting system for Cost Reimbursable Task Orders, in accordance with FAR 16.301-3(a)(3). The Contractor shall comply with all required Cost Accounting Standards unless covered by exemption under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in

accordance with FAR 44.201-1(b) - Consent to Subcontract, and FAR 52.244-2 - Subcontracts.

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

In very limited cases, it might be appropriate and beneficial to use a Requirements contract type.

A Requirements contract type in a Task Order would be a single contract award issued under the Alliant 3 IDIQ Master Contract vehicle. Executing and funding individual CLINS and Sub CLINS under this Task Order type are not considered to be second-tier instruments issued under the awarded Task Order. The agency's clearly defined Requirements Task Order procurement, as with any contract type listed in the Master Contract Section B.9, must be within the scope of the Master Contract Section C. Using this Contract type has many restrictions and is ONLY to be used under certain circumstances. OCO's should thoroughly read Alliant 3 Master Contract Section B.9.1 Requirements Contract Type before proceeding. GSA encourages the OCO's to call or email the Alliant 3 contracting staff for further questions.

## **Cost Accounting System**

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 3 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)(7) – 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 and should be sufficiently detailed to clearly explain why the Industry Partner was selected for the 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 Alliant3@gsa.gov.

### **Announcement of Award**

Announcement of a Task Order award to all competing offerors is strongly encouraged when a fair opportunity is to be considered, especially for awards greater than \$5,500,000 (FAR 5.303). It is generally not necessary to announce Task Order awards in [SAM.GOV](https://sam.gov). 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 \$7,500,000. Debriefings for Orders less than \$7,500,000 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)(ii) grants the GAO sole authority to hear protests of orders in excess of \$10 million and filed in accordance with the procedures at FAR 33.104.

## **Ombudsman Process**

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

**REMINDER: OCOs are required to complete the fill-in information at FAR 52.216-32 Task-Order and Delivery-Order Ombudsman (Sept 2019) Alt 1 (d)(2) on all task orders.**

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

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

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

The OCO is responsible for assuring that Industry Partner performance meets the minimum requirements established in the Task Order, documenting the Task Order file and communicating with the Industry Partner to ensure the government is receiving the contracted services. If the Industry Partner's 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 FAR 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 your DPA. Additionally, please ensure that the final closeout action is reported in the Federal Procurement Data System (FPDS), including entry of all final deobligations. If a final closeout action will not be entered into FPDS, provide a final closeout statement showing all final deobligations to GSA.

## **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, 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](https://sam.gov)) on Industry Partners they intend to award Task Orders 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.

- 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 3 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,
- Oral Orders and Orders for which supplies or software/hardware are the principle purpose.

## **Cyber Security Considerations**

Alliant 3 contractors have acknowledged the GSA and Federal IT Security standards, policies, and reporting requirements which are incorporated to the Master Contract (See Alliant 3 Attachment J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems). Further cybersecurity requirements may be included via the Task Order's PWS/SOW/SOO and/or 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, TOR or RFP for a classified Task Order, a determination should be made by the Ordering Agency as to whether 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 could receive the RFI, RFQ, TOR 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.

Solicitations 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 3 Master Contract ordering period is one five-year base period with one five-year option period. See the Master Contract for specifics.

Each Task Order placed under the master contract shall be specified in the individual Task Order, and is 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 on the [GWACs Website](#).

## **Solicitation Cancellation**

Cancellation of a Task Order RFQ/TOR/RFP is at the discretion of the OCO and requires minimal justification. However, 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 3 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 wage policies and procedures in accordance with FAR 22.10.

The GWACs do not include all applicable flow-down clauses for labor categories subject to the SCLS; therefore, 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 labor standards in accordance with FAR 22. Any construction, alteration and repairs 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); therefore, each Task Order must be tailored to include the appropriate clauses.

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

The Trade Agreements Act (TAA) is the enabling statute that implements numerous multilateral and bilateral international trade agreements and other initiatives. The TAA applies to Alliant 3 GWAC unless otherwise stated in the solicitation or contract. For more information about the TAA and BAA, refer to FAR 52.225-5, Trade Agreements and FAR 52.225-1, Buy American –Supplies. TAA and BAA applicability rest with the Agency issuing the Task Order. Please also refer to FAR 25.1101, Acquisition of Supplies and Master Contract Section H.22

Notice: Acquiring telecommunications or IT hardware through Ancillary Services from foreign sources may require additional TAA, BAA, or Supply Chain Risk Management (SCRM) review, please contact your agency's SCRM Office or Representative.

### **AbilityOne Considerations**

The Alliant 3 GWAC does not include a Subcontracting Plan initiative for AbilityOne, an independent federal agency and program that provides employment opportunities to approximately 40,000 people who are blind or have significant disabilities. However, in accordance with FAR 8.005, the OCO must, "Insert the clause at FAR 52.208-9, Contractor Use of Mandatory Sources of Supply and Services, in solicitations and contracts that require a contractor to provide supplies or services for Government use that are on the Procurement List maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled."

For certain task orders where the government anticipates offering supplies for use, the Procurement List maintained by the Government and the Committee for Purchase From People Who Are Blind or Severely Disabled is a mandatory source of supply and should be checked to see if these supplies are available from this source.

Note: Under Department of Defense regulations, prime contractors are allowed to receive credit toward their small business subcontracting goals if they subcontract with qualified nonprofit agencies participating in the AbilityOne Program (See [10 U.S. Code 3903](#)).

### **Rights in Data**

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

## **Rights Reserved by the GWAC Procuring Contracting Officer (PCO)**

Only the GWAC PCO is 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 3 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
- Number of Task Orders that include performance-based terms
- Types of Task Orders
- Competitive participation levels for Task Orders
- Exceptions to the fair opportunity
- Task Order award values
- Socioeconomic 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 3 PCO awards, administers, and oversees the GWAC, which includes, but is not limited to:

- Maintaining exclusive, non-delegable rights to modify Master Contract terms and conditions
- Providing advice and guidance to Ordering/requiring activities, OCOs and Industry partners regarding scope and acquisition regulations
- Informing ordering/requiring activities how to meet their IT requirement using the GWAC vehicle.
- Conducting Meetings with GWAC Industry Partners
- Reviewing Subcontract Reporting and Quarterly Status Reporting

The Alliant 3 PCO reserves the right to delegate contract administration duties and responsibilities to the Alliant 3 Administrative Contracting Officer (ACO), when applicable.

### Requiring Activity

- Defines Task Order requirements
- Prepares the PWS/SOW/SOO for Task Order RFQ/RFI/TOR/RFP
- 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 3 OCO awards, administers, and oversees the Task Orders, which includes, but is not limited to:

- Serving as the default COR/COTR for orders (may re-delegate this in writing)
- Placing order(s) per DPA terms
- May not modify the Alliant 3 master contract
- Maintaining focus on individual orders

- Providing for a fair opportunity to be considered per FAR 16.505
- Managing order administration
- Overseeing and executing in-scope order modifications
- Resolving order disputes
- Ensuring FPDS reporting is completed
- Ensuring all Task Orders and support information are forwarded to GSA in a timely manner
- Ensuring past performance is completed in accordance with agency procedures
- Ensuring all Task Orders are for IT services or IT services-based solutions
- Performing Task 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 3 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 3 website.

Alliant 3 GWAC Points of Contact for Program Management and Contracting as follows:

Alliant 3 GWAC E-mail: [alliant3@gsa.gov](mailto:alliant3@gsa.gov)  
Alliant 3 GWAC Website: [www.gsa.gov/Alliant3](http://www.gsa.gov/Alliant3)

### Contracting

#### **Roman Rodriguez**

Alliant 3 GWAC PCO

E-Mail: [roman.rodriquez@gsa.gov](mailto:roman.rodriquez@gsa.gov)

#### **Amanda Akin**

Alliant 3 GWAC ACO

Email: [amanda.akin@gsa.gov](mailto:amanda.akin@gsa.gov)

### Program Management

#### **Paul Bowen**

Alliant 3 GWAC Program Manager

E-mail: [paul.bowen@gsa.gov](mailto:paul.bowen@gsa.gov)

## 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 you are re-warranted in a new federal organization, 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 team is available to assist with this determination at any time upon request. You may request a review of your requirements (e.g. Performance Work Statement/ 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 (FPDS). In addition to FPDS reporting, OCOs are required to provide a complete copy of the Task Order, e.g., the signature page, the PWS/SOW/SOO 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** – Responsible for inserting a separate contract line-item number (CLIN) for contract access fee (CAF) into each task order issued under the GWAC, verifying the availability of funds, ensuring the timely obligation of funds and de-obligation of excess funds, and complying with appropriation law and financial policy.
- **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, 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 require 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 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— Other Than Commercial Item Acquisition with Adequate Price Competition. As the title of the provision implies, FAR 52.216-29 is used for non-commercial 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 one of the three approaches described above mandatory.***

***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— Other Than 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 in accordance with FAR 16.505 as designated below;
- 1.2.1 Exception: A B C D E F G (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 the PWS/SOW/SOO. Remember that a PWS is preferred.]

- 2.1 Background
- 2.2 Scope
- 2.3 PWS/SOW/SOO
- 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 PWS/SOW/SOO, 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 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 sites, in Washington, D.C. Solicitation sections X.X, X.X, X.X, X.X, and X.X 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 X.X, X.X, X.X, X.X, X.X, and X.X.

**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 the Alliant 3 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.), PWS/SOW/SOO, competition requirements, commercial or non-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.

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

The Alliant 3 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 the Contracting Officer to fashion his/her 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:

- Public notice requirement is not applicable to MA-IDIQ except when procuring items peculiar to one manufacturer (brand name) or when the order is funded by the American Recovery and Reinvestment Act of 2009,
- 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 \$15,000 (refer to the FAR 2.101 Micro-Purchase threshold definition). 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 3 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 subpart 15.3 do not apply to the ordering process.” The Alliant 3 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 required, 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.(Refer to [Periodic Table of Acquisition Innovations \(PTAI\)](#) for examples of Evaluation techniques)

## 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. 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 should always tailor their Task Order CLIN structure to meet their agency’s requirements.

**Below are some examples of “optional surge CLIN verbiage” that OCOs have used in support of their agency’s Task Order CLIN structures.** Clearly cite the specific section PWS/SOW/SOO that authorizes or defines the requirement covered by the optional CLIN:

- **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 X, and the schedule set forth in sub-paragraph X. Within the limitations specified in this clause, the Agency XYZ reserves the right to exercise any CLIN within Option Periods X through X. PWS/SOW/SOO Section(s) X.X through X.X contain pricing for the optional line items.
- **Optional Task Surge Capability** - If exercised by the Government, the Contractor shall provide personnel and other resources necessary to accomplish the optional work

described in PWS/SOW/SOO Section X.X.X via (contract type). 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/SOW/SOO. The Not-To-Exceed (NTE) value for this optional CLIN shall be \$X.XM per year.

- **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 the PWS/SOW/SOO. 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 NTE ceiling amount is established for optional surge capability each year of performance.
- **NTE Surge CLIN** – The contractor will not be guaranteed any hours under this CLIN. See PWS/SOW/SOO Paragraph X.X.X.X. The Contracting Officer has unilateral authority to execute the surge CLIN.
- **COTS Hardware and Software Support Optional** - Hardware & Software ODCs. This is an optional NTE cost reimbursable line item for Government authorized hardware and software products procured IAW procedures defined in the PWS/SOW/SOO and the Contractor’s underlying Alliant 3 Contract. Contractors may apply indirect loadings and material handling fees in accordance with their normal accounting practices.

### Example 1

PWS/SOW/SOO X.X.X

MANDATORY LABOR CLIN (FFP)

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

PWS/SOW/SOO X.X.X

MANDATORY LABOR CLIN (CPFF)

CLIN	Description	Level of Effort/ # of Hours	Estimated Cost	Fixed Fee	Total Cost Plus Fixed Fee
0002	PWS/SOW/SOO Tasks X - X		\$	\$	\$ _____

PWS/SOW/SOO X.X.X

COST REIMBURSEMENT TRAVEL, TOOLS and ODC CLINS

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

**CONTRACT ACCESS FEE**

CLIN	Description	NTE	Total Ceiling Price
0005	Contract Access Fee	NTE	\$ _____

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

\*Continue CLIN structure as needed for each option period

GRAND TOTAL ALL CLINs: \$ \_\_\_\_\_

**Example 2**

PWS/SOW/SOO X.X.X

LABOR CLINS (FFP)

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

PWS/SOW/SOO X.X.X

LABOR CLINS (CPFF)

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

PWS/SOW/SOO X.X.X COST REIMBURSEMENT

TRAVEL, ANCILLARY PRODUCTS AND TOOLS CLINS

CLIN	Description	NTE	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	NTE	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

Solicitation ID: XXXXX	
Contractor:	
Alliant GWAC Contract Number:	
POP: XX-XX-XXXX to XX-XX-XXXX	
CLIN T001 - Transition-In (approximately 2 months of the Base Year; PWS/SOW/SOO Section X.X)	

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
Firm-Fixed Price		Labor Category				
Firm-Fixed Price		Labor Category				
Firm-Fixed Price		Labor Category				

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
FFP TOTAL - CLIN T001 (Hours and Dollars)						
					FFP Total Divided By 2 months =	Monthly FFP: \$ _____
CLIN 0001 - Program Management (PM) Support (PWS/SOW/SOO Section X.X)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
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Firm-Fixed Price		Labor Category				
Firm-Fixed Price		Labor Category				
Firm-Fixed Price		Labor Category				
FFP TOTAL - CLIN 0001 (Hours and Dollars)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
					FFP Total Divided By 10 months =	Monthly FFP: \$_____
CLIN 0002 - Learning Asset IV&V, Analysis, Development, and Sustainment Support (PWS/SOW/SOO Section X.X)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
T&M TOTAL - CLIN 0002 (Hours and Dollars)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
CLIN 0003 - Learning Asset						

Systems Development, Maintenance, and Operations Support (PWS/SOW/SOO Section X.X)						
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Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
T&M Total - CLIN 0003 (Hours and Dollars)						
CLIN 0004 - Optional Learning Assets and Systems Support (PWS/SOW/SOO Section X.X)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	* Hours	Alliant 3 Rate	Discounted Rate	Total
Time-and-Materials						

\* 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 & 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.

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
T&M Total - CLIN 0004 (Hours and Dollars)					NTE	\$ _____
CLIN 0005 - Special Projects and Studies Support (PWS/SOW/SOO Section X.X)						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
Time-and-Materials		Labor Category				
T&M Total - CLIN 0004 (Hours and Dollars)					NTE	\$ _____
CLIN 0006- Travel						

Contract Type	Alliant 3 CLIN Number	Labor Categories	Hours	Alliant 3 Rate	Discounted Rate	Total
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 3 CAF (0.75%):						\$ _____
Total Base Year Price:						\$ _____

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

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

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