

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Alliant Small Business (SB) Governmentwide Acquisition Contract (Alliant SB GWAC) is a Multiple Award, Indefinite Delivery, Indefinite Quantity contract to provide information technology solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

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

Hereafter, the Alliant SB GWAC will be referred to as the “Basic Contract” while task orders issued under the Basic Contract will be referred to as “Order(s)”.

B.2 AUTHORITY

The Office of Management and Budget has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e).

The scope of this designation includes the award and administration of the Basic Contract and delegation of authority for the award and administration of the Orders as set forth in Section G.2.

The authority of the Procuring Contracting Officer (PCO), the Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Section G.3.

B.3 ECONOMY ACT

In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using Governmentwide acquisition contracts.

B.4 MAXIMUM PROGRAM CEILING AND MINIMUM CONTRACT GUARANTEE

Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$15 Billion, including the Option.

The total minimum quantity, guaranteed by the Government, is \$2,500 for each awardee.

B.5 CONTRACT ACCESS FEE

The CAF is $\frac{3}{4}$ of a percent (i.e. 0.0075) applied to all ~~invoiced~~ costs.

The formula is: Total CAF = Total ~~Invoiced~~ Costs * CAF Percentage.

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

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs must include CAF under a separate Contract Line Item Number (CLIN).

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

B.6 ORDER TYPES

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 Basic Contract. In addition, the Award Term Incentive may be used for Orders under the Basic Contract.

Indefinite Delivery, Indefinite Quantity, Blanket Purchase Agreements, and Letter Contracts are not permissible Order types under the Basic Contract.

Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

B.6.1 Order Type Preference

The OCO should determine the Order type using the following order of precedence:

- (1) Fixed-Price (all types)
- (2) Cost-Reimbursement (all types)
- (3) T&M or L-H

Pursuant to FAR 16.601(c), T&M and L-H Orders require a Determination and Findings (D&F) by the OCO that no other Order type is suitable.

B.6.2 Performance Based Preference

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

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

B.7 ORDER PRICING (ALL ORDER TYPES)

The OCO is responsible for the determination of cost or price reasonableness for each Order type. When adequate price competition exists (see FAR 15.403-1(c)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and no other exceptions apply (see FAR 15.403-1(b)), the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

B.7.1 Fixed Price

The OCO must determine fair and reasonable pricing for all Fixed-Price Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts.

B.7.2 Cost Reimbursement

The OCO must determine fair and reasonable pricing, analyze and negotiate profit for all Cost-Reimbursement Orders, in accordance with FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

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

The Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

B.7.3 Incentive

The OCO must determine fair and reasonable pricing for all Incentive Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing, and FAR 16.4, Incentive Contracts.

B.7.4 Time and Materials and Labor-Hour

~~Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide Loaded Hourly Labor Rates for T&M and L-H type Orders only. The Basic Contract does not provide Loaded Hourly Labor Rates for T&M and L-H type Orders extending beyond the period of performance of the Basic Contract.~~

~~“Loaded Hourly Labor Rate” is defined as hourly rates that include Wages, **Fringe Benefits**, Overhead, G&A Expenses, and Profit. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M and L-H Orders issued under the Basic Contract; however, other considerations such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific Order requirements.~~

“Continental United States (CONUS)” is defined as the 48 contiguous states plus the District of Columbia.

Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type Orders only. These hourly rates are considered fair and reasonable for CONUS requirements anticipated for T&M and L-H Orders issued under the Basic Contract; however, other considerations, such as Orders extending beyond the ordering period of performance of the Basic Contract, complexity of work, geographic locations, and security clearances, authorize the OCO to negotiate hourly rates suited to meet their specific Order requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract. Upon request of the OCO, the Contractor shall provide a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor’s ~~DCAA approved~~ cost accounting system, as well as any other supporting information the OCO deems necessary.

~~The OCO must determine fair and reasonable pricing for all T&M and L-H Orders in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts.~~

The ACO reserves the right to incorporate any revisions to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour-Contracts (AUG 2005) by modification to the Basic Contract.

B.7.4.1 Subcontracting Payments on T&M and L-H Orders

The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the Order when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the

subcontractor in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

B.7.4.2 Materials on T&M Orders

"Materials" on T&M Orders are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2.

Pursuant to FAR 16.601(a)(2), materials are to be provided at cost, unless materials meet the criteria set forth in FAR 16.601(b)(3), Optional method of pricing material.

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order.

B.7.4.3 Indirect Costs Under T&M Orders

For direct materials and subcontracts for supplies and services, the Prime Contractor may include reasonable and allocable indirect costs (e.g., G&A, material handling, or subcontracting handling as applicable) to the extent they are clearly excluded from the Prime Contractor's loaded hourly labor rates in accordance with the Prime Contractor's usual accounting practices consistent with FAR 31.2.

B.8 TRAVEL PRICING (ALL ORDER TYPES)

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46.

Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

The OCO must identify a not-to-exceed travel ceiling under a separate CLIN on the Order.

B.9 LABOR SUBJECT TO THE DAVIS BACON ACT

To the extent that construction, alteration and repair are subject to the Davis Bacon Act and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.4, Davis Bacon Act Wage Determinations.

Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type.

B.10 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA.

To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

B.11 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

“OCONUS” is defined as other than the 48 contiguous states plus the District of Columbia.

It is anticipated that there may be Orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. ~~for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Orders.~~

The Department of State Standardized Regulations (DSSR) are the overriding regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, for Orders issued under the Basic Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.

For OCONUS Orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

~~No allowances, other than those listed by the U. S. Department of State, shall be allowed on Orders.~~

(END OF SECTION B)