#### SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

# L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://acqnet.gov/far/index.html.

(End of Provision)

CLAUSE #	CLAUSE TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP1990
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE	FEB 1999
	EVALUATION	
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL	FEB 1993
	EMPLOYEES	
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER	MAY 1999
	INFORMATION WITH OFFER.	
52.237-1	SITE VISIT	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

## L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple award indefinite-delivery, indefinite-quantity (MAIDIQ) Contracts.

## L.3 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government contemplates placing approximately 35 to 40 awards resulting from this solicitation, but reserves the right to place fewer or more awards, depending upon the quality of the proposals received.

# L.4 PROTEST

# L.4.1 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the FAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the CO by obtaining written and dated acknowledgment of receipt from:

General Services Administration Office of Business & Support Services (6ADB) 1500 E. Bannister Road, Room 1161 Kansas City, MO 64131 Attention: Mary Catherine Beasley

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

# L.4.2 GSAM 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

(a) The following definitions apply in this provision: "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA. "Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, fax number, and telephone number of the protester.
  - (ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
- (2) GSA procedures do not provide for any discovery.
- (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

- (4) Except as provided in paragraph (h)(5)(ii) of this provision, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
- (5) If the agency makes a written response to the protest, the following filing requirements apply:
  - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
  - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

 The deciding official will make a best effort to issue a decision on the protest within twentyeight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

(End of provision)

## L.5 RESERVED

## L.6 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Offerors shall submit a Basis of Estimate (FOLDER I), DCAA Information (FOLDER J) Compensation Plan and Policy for Uncompensated Overtime (FOLDER K), and Cost/Price Spreadsheets (FOLDER L). (See Section L.12.5.)

Failure to comply with any of these provisions may constitute sufficient cause to justify rejection

of a proposal.

# L.7 GSAM 552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5) (SEP 1999)

#### (a) Deviations to FAR provisions.

- (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

(b) *Deviations to GSAR provisions*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

(c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

# L.8 OFFER ACCEPTANCE PERIOD

The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period established herein. "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. The Government requires a minimum acceptance period of not less than 365 calendar days. Offerors may specify a longer acceptance period than the Government's minimum requirement.

# L.9 PROPOSAL PREPARATION COSTS

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

# L.10 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Each proposal will be disposed of by the Government pursuant to its records policy.

# L.11 GENERAL PROPOSAL INSTRUCTIONS

The Offeror shall follow these general proposal instructions. Non-compliance may result in the Offeror being ineligible for award. All proposal information is subject to verification by the Government. All information within the page limitations of the solicitation is subject to evaluation.

#### L.11.1 Electronic Copy of Proposal (No Paper)

Offerors shall submit one (1) electronic proposal, according to the specific proposal instructions in Section L.12. All information shall be provided on CD-R (not CD-RW) compact disks, using Microsoft Word 2003 (.doc format) and Microsoft Excel 2003 (.xls format) compatible and/or Adobe Acrobat 7.0 format. Pricing shall be submitted in Microsoft Excel 2003 (.xls format).

All CD-R compact disk(s) shall be labeled with the solicitation number, company name and date. Offerors shall ensure that all disks are virus free. Nothing may be on the disks except the proposal files.

#### L.11.2 Packaging and Distribution

Proposals are due no later than 1:30 P.M., Central Standard Time (CST), on November 17, 2006. Each proposal must be submitted in a single common outer package to the address below. Failure to properly address the outer cover of an offer may cause the delivery of the offer to be late and thereby rejected. This is the only method by which proposals will be accepted.

General Services Administration Office of Business & Support Services (6ADB) 1500 E. Bannister Road, Room 1161 Kansas City, MO 64131 Attention: Mary Catherine Beasley Closing Date and Time:

## L.11.3 Rejection of Multiple or Alternate Offers

Only one offer will be accepted from a single prime contractor. Multiple or alternate offers from the same prime contractor constitutes a material nonconformity and will result in all of its offers being rejected.

## L.11.4 Proprietary Data

Offerors submitting proprietary data will mark them as follows in accordance with the requirements of FAR 52.215-1(e), which is incorporated by reference. FAR 52.215-1(e) states: "Offerors or quoters who include in their proposals or quotations data that they do not want

disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall:

(a) Mark the title page with the following legend:

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a Contract is awarded to this Offeror or quoter as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets).

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

## L.11.5 Format

Offerors shall use the following format:

- (a) Page size shall be 8.5 x 11 inches;
- (b) Pages shall be single-spaced;
- (c) The font size shall be no less than twelve (12) point except for tables, charts, graphs and figures, which shall be no smaller than ten (10) point;
- (d) Top and bottom margins shall be at least one-inch. Side margins shall be at least <sup>3</sup>/<sub>4</sub>-inch;
- (e) All pages shall be numbered sequentially; and
- (f) Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules and plans.

## L.11.6 Timely Resubmissions

An Offeror choosing to withdraw an earlier timely submitted offer and replace it with a new timely submitted offer must resubmit the entire offer. The new offer shall clearly indicate its standing relative to any existing offer on the first page of the offer. The lack of proper identification will result in a finding of material nonconformity with all offers being summarily rejected.

# L.11.7 Proposal Revisions Requested by the Government

Any proposal revision requested by the Government shall be made by revising proposal pages. Revised proposal pages are to be submitted using a different color for each set of revisions. Indicate changes from the original page by right and left marginal vertical lines adjacent to the change. Include the revision number and the date of the revision at the bottom of the respective page.

# L.12 SPECIFIC PROPOSAL INSTRUCTIONS

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation. The proposal submission shall be clear, concise, and shall include sufficient detail to evaluate and substantiate the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of the company's capability and experience.

# L.12.1 Disks, Folders, Page Limits, File Titles

Proposals shall be divided into four separate CD-Rs as follows:

CD-R 1 – General CD-R 2 – Past Performance CD-R 3 – Alliant SB Basic Contract Plan CD-R 4 – Cost/Price

Offerors shall adhere to the page limitations, folder title, and electronic file title and type, specified below in the L.12.1 Table. Offerors shall include their company name in the filename. **Example below is for the <u>ABC Company</u>**.

If page limitations are exceeded, the excess pages will be destroyed without consideration.

CD-R	FOLDER	SUBJECT OF FILE	PAGE	FILE NAME
#			LIMIT	
CD-R		GENERAL		
	Α	(a) Readme file	No limit	ABC-README.txt
		(b) Transmittal Letter	2 pages	ABC-LTR.pdf
		(c) Solicitation, Offer and Award – Standard Form (SF) 33	Limited to Form	ABC-SF33.pdf
		(d) Abbreviations and Acronyms	No Limit	ABC-GLOSS.pdf

# SECTION L.12.1 TABLE

	В	Representation and Certifications	Limited to Form	ABC-ORCA.pdf
	С	Secret facility clearance granted within the past 3 years (active/or inactive) by the Defense Industrial Security Clearance Office (DISCO)	No Limit	ABC-SECURE.pdf
	D	If applicable, Contractor Team Arrangement, i.e., joint venture contract, and/or SBA Mentor/Protégé Agreement.	No Limit	ABC-CTA.pdf
	Ε	RESERVED		
CD-R 2	F	PAST PERFORMANCE Past Performance Tables (Use Section J, Attachment 6)	Limited to Table Format	ABC-PAST.xls
	G	RESERVED		
CD-R 3	н	ALLIANT SB BASIC CONTRACT PLAN <ul> <li>(a) Resources</li> <li>(1A) Purchasing System Documentation (if available)</li> <li>(1B) Program Manager Resume</li> </ul>	= 30 Pages exclusive of 1A & 1B which have no page	ABC-RES.pdf ABC-PUR.pdf ABC-
		<ul><li>(b) Program Management System</li><li>(c) Corporate Commitment</li></ul>	limit.)	ABC-SYS.pdf ABC-CORP.pdf

CD-R 4		COST/PRICE		
	I	(1) Basis of Estimate	= 5 Pages	ABC-BASIS.pdf
	J	(2) DCAA Information	No page limitation	ABC-DCAA.pdf
	К	(3) Compensation Plan and Policy for Uncompensated Overtime	= 25 Pages	ABC-COMP.pdf
	L	<ul><li>(4) Cost/Price Spreadsheets</li><li>(Use Section J, Attachments 2 and 3)</li></ul>	Limited to Table Format	ABC-J2.xls ABC-J3.xls

# L.12.2 CD-R 1

#### FOLDER A

(a) **Readme File** – As part of the electronic copies, the Offeror shall include a "Readme" file that identifies each file and the file contents, adhering to the database file naming conventions specified in the Section L.12.1 Table.

The following is an example of the type of information that should be provided in the "Readme.txt" file:

CD-R	FOLDER	FILE NAME	CONTENTS
CD-R 1	Folder A	Letter.pdf	Transmittal Letter
CD-R 1	Folder A	SF33.pdf	Solicitation, Offer and Award–Standard Form (SF) 33
Etc.			

(b) **Transmittal Letter** – The Offeror shall submit a cover letter with the proposal. The cover letter shall address the information required by FAR 52.215-1(c)(2).

(c) Solicitation, Offer and Award (SF 33) – Signing the SF33 in Block #17 constitutes the Offeror's acceptance of the terms and conditions of the solicitation. Offerors cannot take exception to any terms or conditions of the solicitation. The SF33 must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations. The Offeror on the SF33 must match the information for the Offeror in the CCR. Acknowledgment of receipt of any amendments shall be made in Block 14 of the SF 33. The Government requires a minimum acceptance period of not less than 365 days in Block 12 of the SF33, as specified in Section L.8.

(d) Abbreviations and Acronyms – The Offeror may insert a file with any abbreviations and acronyms that will be used in the Offeror's proposal.

# FOLDER B: REPRESENTATIONS AND CERTIFICATIONS

The Offeror shall submit a completed "Representations and Certifications" that was entered into the Online Representations and Certifications Application (ORCA).

# FOLDER C: SECRET FACILITY CLEARANCE

If available at the time of offer submission, Offerors shall submit documentation showing that a secret facility clearance, as granted by the Defense Industrial Security Clearance Office (DISCO), has been active for the offeror's facility(s) sometime within the previous three years (three years from solicitation closing date). The facility clearance does not have to be active at time of proposal submission. GSA will not sponsor Offerors for DISCO Security Clearances. The Government considers this requirement a definitive responsibility matter, i.e., Offerors must submit proof of these credentials before contract award. This proof shall be made available to the Government after the deadline for receipt of offers 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 rejection of your offer. Offerors are advised to have that information at the ready so it is available when the Government requests it.

# FOLDER D: FOR CONTRACTOR TEAM ARRANGEMENTS (JOINT VENTURES AND/OR SBA MENTOR PROTÉGÉ ARRANGEMENTS)

To propose on the Basic Contract, potential Offerors may form a Contractor Team Arrangement (CTA), as that term is defined in FAR 9.601(1), but they are not required to do so. Although FAR 9.601(2) provides an alternative definition for the term "contractor team arrangement" based upon a prime/subcontractor relationship, the PCO has determined that the Government will not consider this type of arrangement. Notwithstanding the above, the Government will consider proposed subcontractors in the limited context of evaluating an Offeror's Alliant SB Basic Contract Plan under Section M.5.2, when evaluating the subfactor for "Resources."

## **Special Instructions for Small Business Joint-Ventures**

If the offeror is a joint-venture entity, the joint-venture contract satisfying the SBA program requirements shall be submitted in Folder D.

The following additional information is provided concerning joint-ventures. Much of this information is already available in the public domain to interested parties, with the balance being how to apply it to this RFP. Conform ALL guidance about joint-ventures to the following:

(1) Offerors submitting Offers in the form of a joint-venture need not obtain preapproval from the SBA. However, they must conform to guidelines and regulations pertaining to the composition and size standards of the joint-venture membership established by SBA.

Note that the SBA is the sole authority for making determinations of small business status for small business programs and its determinations are binding on the offeror and the contracting officer.

(2) Members of a joint-venture are permitted to individually qualify to the size standard pursuant to 13 CFR § 121.103(h)(3)(i)(B)(1).

(3) An offer submitted by a joint-venture must include a copy of the joint-venture contract with its offer in Folder D. Failure to submit a copy of the joint venture contract with the offer shall result in the offer being summarily rejected.

(4) Joint-venture offers must be made in the name of the joint-venture entity. The joint-venture contract must identify the managing venturer, the joint-venture members and who will have signature authority on behalf of the joint-venture. The party signing the offer for the joint-venture should be listed as having such authority.

(5) The past performance tables and Basic Contract Plan (BCP) information shall be submitted in the name of the joint-venture entity. It is the joint-venture as a whole, and not the individual members that submits the past performance and BCP information. Said another way, a joint-venture needs to meet the past performance and BCP evaluation items as a combined business entity, not individually. The experience and past performance of qualifying joint venture members automatically inheres to the combined joint-venture business entity.

(6) The joint-venture offeror and each joint-venture member shall submit separate certifications and representations mandated per Section K.

(7) Since this is a multiple-award IDIQ procurement, we consider the "dollar value of the procurement" to be the cumulative estimated value of the multiple award contracts including options, which is \$15 billion.

## **SBA Mentor Protégé Arrangements**

Regarding SBA approved mentor-protégé arrangements, Offerors shall refer to 13 CFR 121.103(h)(3)(iii) and 13 CFR 124.520 as two among many sources of information. (Be sure to read the most recent edition of the applicable CFR.) Each Offeror relying upon its status in an SBA approved mentor-protégé relationship shall submit evidence of that relationship with its Offer in Folder D.

Because the Procuring Contracting Officer is relying on the SBA approved Mentor-Protégé agreement/arrangement document for evaluation purposes, failure to provide a copy with the Offer shall result in the Offer being summarily rejected.

#### **Additional Instructions**

The Government will recognize the integrity and validity of a CTA, provided that the CTA arrangement is fully identified and disclosed to the Government in its Offer. The document(s) establishing the CTA is an agreement between and among the entities establishing the CTA relationship, and is not drafted by the Government. Accordingly, there is no specific form or format that the CTA documents must adhere to, although Offerors are required to address the following issues in their CTA documents:

(a) Identify the Parties – The CTA documents should identify the entities which make up the CTA relationship, including disclosure of the primary point of contact for each of the members of the team;

(b) **Designation of a "team lead"** – The CTA documents should disclose whether or not the CTA designates a particular entity as the "team lead," and if so, the CTA should clearly explain the specific duties/responsibilities of the "team lead" to the other members of the team and to the Government;

(Note: If a CTA designates a team lead, the Government requests that the team lead be the primary point of contact with the Government during evaluation of the CTA's Proposal. This means that the Government requests a "release" from each non-"lead" member of the team so that the Government can discuss confidential/privileged information about the non-"lead" members of the CTA with the designated team lead.)

(c) **Specific Duties/Responsibilities** – The CTA documents should clearly describe the specific duties/responsibilities of each member of the team as they relate to each other, and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under the Basic Contract (e.g., one team member will be primarily responsible for performing specific component areas listed in Section C, while other team members will be primarily responsible for component areas listed in Section C; etc);

(d) **Pricing** – The CTA document should explain how the team members have divided responsibilities for purposes of proposing price/costs. For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents should disclose which of the respective team members is responsible for proposing which specific price/cost information;

(e) Invoicing and Payment – The CTA document should explain how the team members have addressed issues relating to invoicing and distribution of payments. For example, the CTA document should generally address which member of the team is responsible for invoicing the Government and receiving payment. Similarly, the CTA documents should explain how the distribution of payments will be made if the payments are made to the "team lead," but another team member performed the services. Under such circumstances, the CTA document should clearly indicate that all team members agree to this method of payment. The CTA document should also acknowledge that any dispute involving the distribution of payment between the team lead and the team members will be resolved *by the team members* themselves, without any involvement by the Government;

(f) **Replacement of Team Members** – The CTA document should address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members;

(g) **Duration of the CTA** – The CTA document should address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination;

## FOLDER E: RESERVED

#### L.12.3 CD-R 2

#### FOLDER F: PAST PERFORMANCE TABLES

The Government shall consider Past Performance information regarding predecessor companies to the Offeror, but only if such information is otherwise "conforming" to the requirements for such information as set-forth herein:

(a) Acceptable Offers – Offerors shall use the Past Performance Tables in Section J, Attachment 6, which is a Microsoft Excel spreadsheet. In order to qualify as conforming to the requirements of the solicitation, the relevant past performance information submitted must:

- (1) Be ongoing or completed after 1 Jan 2004;
- (2) Include at least one of the three component areas in Section C (Infrastructure, Management, Applications);
- (3) Be over \$100,000 total estimated amount (inclusive of options);
- (4) Meet the specific requirements applicable to the particular Table;
- (5) Relate to the Offeror's direct experience with "service contracts" (as that term is defined in FAR 37.101) or "task order contracts" (as that term is defined in FAR 16.501-1), as requested for the particular Table. (Efforts for supplies will not be considered relevant.);
- (6) Relate to projects for which the Offeror is (or was) the prime-contractor or for which the Offeror performed as a first-tier subcontractor where the Offeror had complete (turnkey) responsibility for a separately identifiable part of an overall system or service.

(b) Non-Acceptable Offers – Offerors shall not submit, and the Government will not evaluate, past performance information which is deemed to be not relevant or non-conforming. Examples of non-conforming past performance information include (but are not limited to) the following:

- (1) Information which does not conform to the instructions for the particular Table;
- (2) Projects for which the primary purpose of the project was the delivery of goods (as opposed to projects for which the primary purpose was the performance of services);
- (3) Projects completed more than three (3) years ago.

(c) Table 1 – This table shall be limited to twenty (20) applicable efforts within the parameters listed in this section, chosen by the Offeror, considering the solicitation requirements and evaluation criteria. Offerors shall list the master contract only, not any task order contracts, which may have been issued thereunder. Efforts shall be listed in chronological order.

In Table 1, Offerors are limited to:

- (1) Governmentwide Acquisition Contracts (GWACs),
- (2) Multiple Award Indefinite Delivery/Indefinite Quantity Contracts (MA-IDIQs) service contracts (only), as defined in FAR 16.504(c), and
- (3) Multiple Award Blanket Purchase Agreements (BPAs) for services (only), as defined in FAR 8.405-3.

Offerors shall enter their company name on each table in the cell indicated. Specific information in columns includes:

Column A	Enter GWAC or MA-IDIQ Contract Number	
Column B	Enter Recognizable Title of Contract (50 character limit)	
Column C	Enter Awarding Agency Name and Address	
Column D	Enter Contractual Point-of-Contact, Phone and email	
Column E	Enter Program Office Point-of-Contact, Phone and eMail	
Column F	Enter Yes or No Is this contract a GWAC?	
Column G	Enter Period of Performance (MM-DD-YYYY to MM-DD-YYYY)	
Column H	Enter scope to which component area(s) in Section C:	
	Enter "1" for Infrastructure in Section C.3.1	
	Enter "2" for Application Services in Section C.3.2	
	Enter "3" for IT Management Services in Section C.3.3	
	Enter "12" for Infrastructure and Application Services	
	Enter "13" for Infrastructure and IT Management Services	
	Enter "23" for Application Services and IT Management Services	
	Enter "123" if effort encompassed all three component areas	
Column I	Enter Number of Task Orders Issued under the GWAC or MA-IDIQ	
Column J	Enter Total Estimated Dollars of all Task Orders Issued under the	
	GWAC/MA-IDIQ Including Options (not GWAC/MA-IDIQ contract	
	ceiling)	

(d) **Table 2** – This table shall be limited to fifty (50) applicable efforts within the parameters listed in this section, chosen by the Offeror, considering the solicitation requirements and evaluation criteria. Efforts shall be listed in chronological order. Offerors are encouraged to include any efforts performed that encompass OCONUS, multiple subcontractors and Cost Type Contracts.

In Table 2, Offerors are limited to:

- (1) Single award service contracts;
- (2) Task orders (no delivery order contracts), applicable to NAICS code 541512, which have been issued under GWACs, MA-IDIQs, BPAs or GSA Schedules.

Offerors shall enter their company name on each table in the cell indicated. Specific information in columns includes:

Column A	Enter Single Award Service Contract or Task Order Number	
Column B	Enter Recognizable Title of Contract (50 character limit)	
Column C	umn C Enter Customer Name and Address	
Column D	Enter Contractual Point-of-Contact, Phone and eMail	
Column E	Enter Program Office Point-of-Contact, Phone and eMail	
Column F	Enter Total Estimated Dollar Amount Including Options	
Column G	Enter Period of Performance (MM-DD-YYYY to MM-DD-YYYY)	
Column H	Effort was similar in scope to which component area(s)	
	in Section C:	
	Enter "A" for Infrastructure in Section C.3.1	
	Enter "B" for Application Services in Section C.3.2	
	Enter "C" for IT Management Services in Section C.3.3	
	Enter "12" for Infrastructure and Application Services	
	Enter "13" for Infrastructure and IT Management Services	
	Enter "23" for Application Services and IT Management Services	
	Enter "123" if effort encompassed all three component areas	
Column I	Number of Subcontractor Teams Utilized?	
Column J Was any OCONUS work involved? Yes or No		
Column K	Contract Type (Use FAR 16 definitions with following abbreviations)	
	Enter "A" for Firm-fixed-price contracts	
	Enter "B: for Firm-fixed price-award fee contracts	
	Enter "C" for Fixed-price contracts with economic price adjustment	
	Enter "D" for Fixed-price incentive contracts	
	Enter "E" for Firm-fixed-price, level-of-effort term contracts	
	Enter "F" for Cost contracts	
	Enter "G" for Cost-sharing contracts	
	Enter "H" for Cost-plus-incentive-Firm contracts	

Enter "I" for Cost-plus-incentive-Successive contracts
Enter "J" for Cost-plus-award-fee contracts
Enter "K" for Cost-plus-fixed-fee contracts
Enter "L" for Definite-quantity contracts
Enter "M" for Requirements contracts
Enter "N" for Indefinite-quantity contracts
Enter "O" for Time-and-materials contracts
Enter "P" for Labor-hour contracts

(e) Government Targeted Task Orders/Contracts – Offerors shall indicate in bold characters, three (3) efforts from Table 2 for which the Government will target its evaluation. If Offerors fail to identify up to three efforts, the Government will select from Table 2.

The Government intends to use reasonable efforts to check approximately ten (10) efforts selected from Tables 1 and 2, including the three (3) efforts which the Offeror has identified. The Government reserves the right to check more or fewer efforts, at its discretion, and does not guarantee that it will contact any particular effort listed in Table 1 or 2, even the effort specifically listed by the Offeror.

(f) CTAs – For those Offerors that submit a proposal in the form of a CTA, the Government will evaluate the Past Performance information submitted in Section L.12.4, Folder D for:

- (1) The CTA itself (if such information exists); and/or
- (2) The individual entities represented in the CTA, and otherwise conforming to the requirements of the solicitation.

# FOLDER G: RESERVED

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## FOLDER H: ALLIANT SB BASIC CONTRACT PLAN

The Offeror shall explain in the Alliant SB Basic Contract Plan how it will continuously identify, mitigate, manage and control risks within its holistic approach for managing the comprehensive scope of the Alliant SB program. The Offeror shall identify any gaps or weaknesses in past performance and specifically address them as part of the Alliant SB Basic Contract Plan. The Offeror should convey its ability to insure successful performance of all aspects of the Basic Contract and Orders to include all 3 component areas of Section C (i.e. Infrastructure, Application Services and IT Management Services). The Offeror shall demonstrate a clear understanding of the management and performance requirements of this solicitation by providing a concise description of its management approach for the following three subfactors; (a) Resources; (b) Program Management; and (c) Corporate Commitment.

(a) **Resources** – The Offeror shall describe its plan to have adequate resources, internal and external, readily available to respond to TORs that encompass all three component areas of Section C, as well as OCONUS work.

(1) **Internal Resources** – The Offeror shall describe current core capabilities, such as its ability to recruit, train, and retain high quality personnel; the number of personnel with security clearances and level of clearance; qualifications of key personnel, and effectiveness of business systems, including evidence of an approved purchasing system.

The Offeror shall provide a resume for proposed Key Personnel selected to fill the roles of Contractor's Program Manager (See duties in Section H.2.1) for the Basic Contract to include:

- (i) Name
- (ii) Address
- (iii) Voice telephone number
- (iv) Cell telephone number (if used)
- (v) Fax telephone number
- (vi) E-mail address
- (vii) Administrative assistant's contact information

(viii) Education, experience, relevant certifications/awards and security clearance level/date issued

If the Offeror does not currently employ the proposed personnel, the Offeror shall submit letters of commitment along with the individual's resume.

If applicable, the Offeror shall provide evidence of an approved purchasing system by submitting the DCAA/DCMA-issued approval letter.

(2) External Resources – The Offeror shall provide a detailed description of the procedures and methods to be used to supplement its core capabilities in order to meet all contractual requirements, including performance of all three component areas of Section C, particularly those areas not addressed by internal resources or reflected in past performance, such as: methodology for selecting, tracking, and managing subcontractors and other teaming arrangements, as applicable; methodology for providing OCONUS support; and approach to support continuity of operations in response to sudden workload surges, including contingency/disaster recovery situations.

If applicable, the Offeror may indicate the intent to use subcontractors; however, it should not include subcontractor lists or subcontractor qualifications. The Offeror should focus on the procedures and methods for acquiring, tracking and managing subcontractors.

(b) **Program Management** – The Offeror shall describe its program management strategy to include a comprehensive description of its program management information system and quality control program.

The Offeror shall explain how its Program Management Information System will effectively manage data deliverables in Section F.5.

The Offeror shall describe quality controls and surveillance methodologies employed to insure quality performance and compliance with all contractual requirements, including security and information assurance requirements. The Offeror shall explain the methodology for risk minimization, schedule controls, costs controls and efficient utilization of resources for ensuring task accomplishment. The Offeror shall indicate evidence of an approved Earned Value Management System (EVMS), if applicable.

(c) Corporate Commitment – The Offeror shall identify corporate resources dedicated to the Alliant SB program and explain how the Alliant SB program will be optimized through its business development, technological innovations, proposal management and contract administration efforts.

The Offeror shall provide a detailed organizational chart of the business or corporate structure (including CTAs, as applicable) containing the names of individuals who will fill the key positions shown in that chart. In addition, the functional position title these individuals will have in the Alliant SB program should be clearly identified within the structure. The organizational chart shall also include the locations of the corporate headquarters, regional offices, any other satellite offices, as well as any pre-identified CTAs.

The Offeror shall provide a detailed description of the functional organization planned to perform this work, reflecting the responsibilities and authority to act and to commit business or corporate resources for timely problem identification and quick mitigation. Functional organization descriptions should be furnished in either narrative form or in the form of functional statements that clearly define lines of authority, responsibility and communication.

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## FOLDER I - BASIS OF ESTIMATE

While the PCO anticipates that pricing for this acquisition will be based on adequate price competition and therefore does not require submission or certification of cost or pricing data, Offerors are cautioned to provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice. Offerors are cautioned against unbalanced and unrealistic pricing.

(a) Offerors shall submit the following statement:

This proposal reflects our estimates and/or actual costs as of this date. By submitting this proposal, we grant the PCO and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is

specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.

(b) Offerors shall submit supporting documentation for the basis of direct labor, labor escalation, and each indirect cost consistent with their organization's cost accounting and estimating systems and, if applicable, DCAA provisional billing rates and forward pricing rate agreements.

#### (1) Direct Labor –

(i) Offerors shall provide a list of its labor categories correlated to each of those required by this solicitation. Include the rationale for the correlations. Include the range of direct labor rates that the Offeror currently pays for each of its correlated labor categories.

(ii) Offerors shall state the methodology used in computing the direct labor rate composite and explain how the proposed direct labor rates were derived.

(iii) Offerors shall state the methodology used in computing the labor escalation rate over a 10 year period and explain how the labor escalations were derived.

#### (2) Indirect Costs –

(i) Offerors shall state the methodology used in computing their organization's indirect costs (i.e., Fringe Benefits, Overhead, and G&A), applied to Direct Labor and explain how the indirect costs were derived.

(ii) Offerors shall state the methodology used in computing their organization's indirect costs (i.e., G&A, and/or material handling, and/or subcontract handling), applied to Other Direct Costs (i.e., Subcontracts, Materials, and Travel) and explain how the indirect costs were derived.

## (3) Profit –

(i) Offerors shall state the methodology used in computing their organization's proposed profit and explain how profit was derived.

(c) Offerors shall answer the following question: Is this proposal consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles? If not, provide an explanation.

## FOLDER J – DCAA INFORMATION

Offerors shall include the correspondence from DCAA/DCMA, approving their cost accounting and estimating systems in this folder.

Offerors shall provide the name, address, phone number, and email of the representative at their Cognizant DCAA and DCMA Offices and submit all DCAA approved provisional billing rates and forward pricing rate agreements for indirect costs within your organization.

# FOLDER K - COMPENSATION PLAN AND POLICY FOR UNCOMPENSATED OVERTIME

The Government is concerned with the quality and stability of the work force to be employed on this contract. Because it may impair the Offeror's ability to attract and retain competent professional service employees, professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

Offerors shall submit a total compensation plan setting forth salary ranges and fringe benefits proposed for the professional employees who will work under the contract. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours. Offerors shall include a copy of its policy addressing uncompensated overtime with its proposal.

# FOLDER L – COST/PRICE SPREADSHEETS (20 PAGES)

For Cost and Pricing proposals, Offerors shall use the two (2) Microsoft Excel Spreadsheets in Section J, Attachments 2 and 3. Attachment 2 consists of 10 years of Government-Site Work. Attachment 3 consists of 10 years of Contractor-Site Work.

Offerors shall complete all ten (10) years in each attachment, entering their company name on all pages of both attachments. The spreadsheets have restricted areas where Offerors cannot enter information. If entry is attempted in such an area, a message will appear indicating the area is locked. Offerors shall not change any information or formulas on the spreadsheets, including the cell protection. However, companies with a different indirect rate structure than that identified in Columns E through G may adjust their columns accordingly.

For each labor category, the Offeror shall provide a cost element breakdown of Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A), and Profit that provides a single blended composite rate.

Column A	This column contains the Labor ID#. Labor ID# 101G through 140G in Section J, Attachment 2, are for Government-Site work and Labor ID# 101C through 140C in Section J, Attachment 3, are for Contractor-Site work.
Column B	This column contains the Labor Category Description. These labor categories are determined to be the proper skill mix for anticipated requirements under the Basic Contract. Definitions to these labor categories are provided in Section J, Attachment 4.
Column C	Enter organization's direct labor category rates that best fit the definitions of each labor category listed in Column C to derive a single Direct Labor Rate Composite. <i>Note</i> : Round to nearest dollar (e.g. \$89.99, round to \$90).
Column D	Enter the Labor Escalation percentage under Column D, Row 7. Using a Contractor-established formula, calculate the dollars associated with Labor Escalation for each labor category.
Column E	Enter the Fringe Benefits percentage under Column E, Row 7. Using a Contractor-established formula, calculate the dollars associated with Fringe Benefits for each labor category.
Column F	Enter the Overhead percentage under Column F, Row 7. Using a Contractor- established formula, calculate the dollars associated with Overhead for each labor category.
Column G	Enter the G&A percentage under Column G, Row 7. Using a Contractor- established formula, calculate the dollars associated with G&A for each labor category.
Column H	Enter the Profit percentage under Column H, Row 7. Using a Contractor- established formula, calculate the dollars associated with Profit for each labor category.
Column I	Using a Contractor-established formula for each labor category, add each row across (Column's C through H) to calculate a Loaded Hourly Labor Rate. This Loaded Hourly Labor Rate (Column I <u>only</u> ) for each labor category over a ten-year period will be incorporated in the Basic Contract upon award. (See Section B.7.4.)
Column J	This column is restricted. Offerors cannot make entries in this column. This column is based on an independent government estimate of hours that is used to weight labor categories according to the average anticipated use under the Basic Contract.
Column K	This column is restricted. Offerors cannot make entries in this column.

This column shows the estimated total amount for each labor category and is
calculated by multiplying the Loaded Hourly Labor Rate in Column I by the
estimated hours in Column J. This column also provides a summation of all
Loaded Hourly Labor Rates.

# L.13 CONTRACTOR QUALIFICATION AND FINANCIAL INFORMATION (GSA FORM 527)

Apparent successful Offerors receive a responsibility evaluation in accordance with FAR Subpart 9.1

Firms selected for award consideration will be asked to supply a completed GSA Form 527, Contractor Qualification and Financial Information as part of the Government's responsibility determination. (View form at the following website: <u>www.gsa.gov/forms</u>.) This is not required as part of the proposal package subject to the response deadline; however, Offerors must be prepared to respond with the following requests for information within three (3) calendar days of the Government's request:

- (a) Ownership Information (in addition to that required in the original offer submission);
- (b) Government Financial Aid and Indebtedness;
- (c) Financial Statements; and
- (d) Income Statement, and Banking and Finance Company Information.

## L.14 POINT OF CONTACT FOR ALLIANT SB SOLICITATION

The Alliant SB PCO is the sole point of contact for this acquisition. Address any questions or concerns to the Alliant SB PCO. Written requests for clarification may be sent via e-mail to the PCO at <u>sbgwac@gsa.gov</u>. Official RFP documentation, including RFP amendments, and other related information will be available on both the Alliant SB web site at <u>www.gsa.gov/alliantsb</u> and FedBizOpps at <u>http://www.fedbizopps.gov/</u>.

## L.15 CENTRAL CONTRACTOR REGISTRATION (CCR)

The offering entity shall register in the CCR system prior to award of the Basic Contract. The offering entity's EFT information is entered into the system at that time. The CCR web site is: <u>http://www.ccr.gov/</u>.

#### L.16 NEWS RELEASES

The Contractor shall not make any news release pertaining to this procurement without prior Government approval and then only in coordination with the PCO.

# L.17 CONFLICTS OF INTEREST

The Government may use the services of contractors in support of the award and management of the Basic Contract. It is the responsibility of all Offerors to ensure that appropriate management systems are put in place to avoid potential and actual conflicts of interest arising from the services it provides if the Offeror is one of these support contractors.

(END OF SECTION L)