



U.S. General Services Administration



# Contract Ordering Guide

Small Business  
Governmentwide Acquisition Contracts Center

# Small Business Governmentwide Acquisition Contracts Center

The General Services Administration (GSA), Federal Acquisition Service (FAS), Integrated Technology Services (ITS), Small Business Governmentwide Acquisition Contracts Center (the "Center") offers a portfolio of pre-competed, Information Technology (IT) solutions contracts set aside exclusively for small business firms which are the 8(a) STARS, HUBZone and VETS GWACs.

*We make it easy for you, our federal customers, through:*

- Access to high-quality industry partners
- Pre-competed, multiple-award contracts
- Short procurement lead time
- \$5 billion program ceiling for VETS (no individual contract ceiling)
- Socioeconomic credit through FPDS-NG reporting
- Section 803 compliance
- Customer focused staff expert in small business technology contracts
- Scope compatibility reviews of prospective orders & modifications
- Consistent labor categories for all vendors

*How to reach us:*

- By phone (877) 327-8732 (toll free)
- By fax (816) 823-1608
- By e-mail at [vetsgwac@gsa.gov](mailto:vetsgwac@gsa.gov)
- On the web at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac)
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*Questions regarding these guidelines should be directed to the VETS GWAC procuring contracting officer. These guidelines may be revised to update the process of awarding and managing orders. Updates to this publication, when they occur, will be available on the web at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac).*

# Who We Are

The General Services Administration (GSA), Federal Acquisition Service (FAS), Small Business Governmentwide Acquisition Contracts Center (SBGWACC), hereinafter referred to as the “Center”, has a diversified portfolio of pre-competed, multiple-award contracts with high-quality, small business industry partners. These small business firms specialize in providing innovative, information technology (IT) services and services-based solutions to federal agencies worldwide. The Center awards and administers IT contracts for governmentwide use as an Executive Agent of the Office of Management and Budget (OMB).

The Center manages the following multiple-award, indefinite-delivery, indefinite-quantity GWACs:

## **8(a) STARS GWAC**

The 8(a) STARS (Streamlined Technology Acquisition Resources for Services) contract vehicle is an 8(a) set-aside. 8(a) STARS has a unique market niche as the contract vehicle is specifically designed for 8(a) certified vendors. The use of this contract vehicle provides federal agencies 8(a) socio-economic procurement preference credit for their purchases. The 8(a) program refers to the Small Business Administration’s 8(a) Business Development Program, named for a section of the Small Business Act. This program was created to help small disadvantaged businesses compete in the federal procurement market. For further information on the SBA’s 8(a) Program, go to <http://www.sba.gov>. For further information on the 8(a) STARS contract vehicle, visit [www.gsa.gov/8astars](http://www.gsa.gov/8astars).

## **HUBZone GWAC**

The second GWAC is the HUBZone Information Technology Services contract vehicle. This GWAC has a unique market niche as the contract vehicle is set-aside for companies certified as Historically Underutilized Business Zone certified (HUBZone). The U.S. Small Business Administration (SBA) determines HUBZone status. There are four functional areas with seven to nine contractors in each functional area, for a total of 29 awardees. The use of the contract provides federal agencies HUBZone socioeconomic credit toward their three percent statutory goal. For further information regarding the SBA HUBZone Program, please go to <http://www.sba.gov/hubzone/>. For further information regarding the HUBZone GWAC, please visit [www.gsa.gov/hubzone](http://www.gsa.gov/hubzone).

## **VETS GWAC**

The third, and most recent, GWAC is VETS (Veterans Technology Services). This GWAC has a unique market niche as the contract vehicle is set-aside for service-disabled veteran-owned small business (SDVOSB) IT firms. The Veterans Administration determines service-disabled veteran status. There are two functional areas covering a broad IT scope with a total of 44 awardees. The use of this contract provides federal agencies SDVOSB socioeconomic credit toward their three percent statutory goal. For further information regarding SBA programs for veterans, please go to <http://www.sba.gov>. For further information regarding the VETS GWAC, please review this guide and visit [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac).

# Introduction

VETS enables federal agencies to fulfill their IT services and services-based solutions requirements and at the same time meet or exceed socioeconomic goals through the utilization of small businesses that are SDVOSBs, and also earn most (all but 8(a)) other applicable procurement preference credit that each awardee possesses when awarding an order to them.

Per Public Law 108-183, all federal agencies have a statutory 3% annual SDVOSB goal. Information to assist you in using the VETS GWAC is available online at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac) and includes applicable contract pricing, a copy of the contract, contract modifications, and industry partner listing. A list of contract holders by functional area can also be found in Schedules e-Library at [www.gsa.gov/eLibrary](http://www.gsa.gov/eLibrary).

This ordering guide is intended to help ordering offices and industry partners use the VETS GWAC, which encompasses a broad range of Information Technology (IT) services and services-based solutions in two Functional Areas (FAs), both including IT security.

- FA1 Systems Operations and Maintenance
- FA2 Information Systems Engineering

Additional FA information may be found in this ordering guide and at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac) in the contract library.

## Scope

All GWAC task orders shall primarily and clearly be IT services based/driven. The scope of the VETS GWAC includes IT service solutions derived from the work scope in Section C of the contract. For the current definition of IT see Federal Acquisition Regulation (FAR) at 2.101 (<http://acquisition.gov/far/index.html>). In planning for and determining that services are primary in a task order, the analysis should span the entire expected life of the task order, inclusive of task order options.

The geographical scope of coverage is worldwide and organizations authorized in GSA Order ADM 4800.2E (see Appendix III) may use the VETS GWAC. New orders are not authorized in combat areas or in areas the State department has advised American citizens to avoid or depart.

**Every task order shall be competed/subject to fair opportunity for consideration pursuant to FAR 16.505, subject to exceptions designated therein.**

Orders may be awarded during the VETS GWAC basic contract's life, which is also referred to as the contract ordering period. The contract ordering period is for a base period of five years with one, five-year option. Task order duration, provided the order is issued during the GWAC's ordering period, is not dependent upon the Center exercising the option of the underlying GWAC/basic contract. Orders may be issued for a term consistent with the customer agency's policy on task order duration with one limitation - proposed orders that may run beyond the final day of the underlying GWAC ordering period (February 2, 2007-February 1, 2012, with one, five-year option) are subject to additional duration conditions established in the GWAC. Generally this limits task orders to three years beyond the final day of the contract ordering period, which would mean all orders would have to be substantially completed by February 1, 2020. Ordering Contracting Officers (OCOs) shall confer with the Center about the particulars in these cases.

A task order that is Fixed-Price shall be priced and evaluated in its entirety pursuant to the FAR's treatment of Fixed-Price contract terms provided the overall task order is within the GWAC's

scope. Provided adequate price competition exists, FAR 15.403-1(c)(1), FAR 15.404-1(b)(2) establishes the order of precedence and alternatives for price analysis. The OCO shall determine if prospective order prices are, or are not, fair and reasonable and document that decision accordingly. Orders are required to have fair and reasonable pricing. The relationship of a Fixed-Price order's scope to the contract scope shall be vetted based upon the prospective principle purpose/intended outcome of the task.

A task order that is Time and Materials (T&M) or Labor-Hour (L-H) shall primarily consist of work from the pre-defined labor categories. The labor categories for each functional area are listed in the VETS Contract and Pricing Library at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac). Ceiling prices for the pre-defined labor categories for the current contract ordering period are also available on the website. Ceiling prices are routinely expected to be discounted during the course of task order competitions, so it is anticipated reductions in those prices will be the rule and not the exception in most circumstances. OCOs shall determine if prospective award prices are, or are not, fair and reasonable and document that decision accordingly. As in Fixed-Price situations, having adequate price competition is important, but an ordering contracting officer's responsibility for price reasonableness reviews is greater in a T&M & L-H situation. In considering the fairness and reasonableness of pricing for T&M and L-H work, and even in the presence of price competition, the ordering contracting officer shall review and consider the prospective contractor's proposed labor mix and complexity of the requirements in determining if prospective award prices are, or are not, fair and reasonable and document that decision accordingly. The relationship of a T&M or L-H order's scope to the contract scope shall be vetted based upon the principle purpose/intended outcome of the task which should be supported by the anticipated utilization of the basic contract's pre-defined labor categories.

In the section of this guide captioned "Ordering from VETS", there is a sub-section that addresses additional details about structuring orders.

## Functional Areas

There are two functional areas on the VETS GWAC. They are:

### **Functional Area 1: Systems Operations and Maintenance**

Functional Area 1 (FA1) is for operations, maintenance and security of existing information technology. See the VETS GWAC Section C for details. When in doubt about scope, or simply out of an abundance of caution, contact the VETS GWAC Procuring Contracting Officer for guidance.

### **Functional Area 2: Information Systems Engineering**

Functional Area 2 (FA2) is for engineering and security of information technology systems. See the VETS GWAC Section C for details. When in doubt about scope, or simply out of an abundance of caution, contact the VETS GWAC Procuring Contracting Officer for guidance.

### **Multi-FA Competition**

Tasks may overlap both FAs and may be competed across both FAs if the majority of the work does not fall in one FA.

# Ordering from VETS

## Delegation of Ordering Authority

Federal buyers who wish to use the VETS GWAC must receive contract overview training and be granted a written delegation of ordering authority prior to issuing task orders, whereupon they will become Ordering Contracting Officers (OCOs). Written delegations are required by GSA's Quality Assurance Plan in accordance with the Office of Management and Budget guidelines. Delegations can only be granted to warranted Contracting Officers, but all individuals (i.e. contract managers, specialists, etc.) involved with a task order are encouraged to participate in the contract overview.

No work may be performed, no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO having a written VETS delegation of ordering authority.

There are two ways to receive a VETS delegation of ordering authority: 1) through a conference call with one of the VETS Procuring Contracting Officers (PCOs), or 2) on site training for large groups of potential OCOs. Contract overview training is also available for program officials and small business specialists.

### 1. Conference Call with the VETS Procuring Contracting Officers (PCOs)

To start the process of obtaining delegation through the VETS PCOs, each contracting officer wanting delegation must submit the following information to the Small Business GWAC Center's [delegations@gsa.gov](mailto:delegations@gsa.gov) inbox, or fax it to (816) 823-1608 (please place "VETS delegation" in the subject line).

- Agency name, bureau/command name (if any), individual(s) full name, street address, e-mail address, phone number and fax
- Names of other individuals who may be participating in the contract overview training but not seeking delegation. *We encourage all members of the procurement team to participate in the contract orientation.*
- After receipt of this information, a VETS PCO will contact the requester(s) to set up the contract orientation.

This contract orientation may take only 15 to 20 minutes provided the caller has internet access. Afterward, a delegation of ordering authority memorandum will be sent. Both parties must execute the delegation in writing before it is effective. It is sometimes possible for these delegations to be granted the same day as the contract overview training, although typical cycle time is about two days.

### 2. On-Site Training for Large Groups of Potential OCOs & IT Program Officials

Please contact the Center for details at (877) 327-8732 (toll free).

### 3. On-Line Training

An on-line training class specific to the VETS GWAC is under construction at the GSA Center for Acquisition Excellence.

<http://centerforacquisitionexcellence.fas.gsa.gov/KView/CustomCodeBehind/Login/Login.aspx>

## Delegation Portability

If an OCO leaves an organization, please help us establish and identify a successor OCO. If you join a new federal agency contracting organization, please let us know. We will be happy to issue a new delegation of ordering authority to you at the new organization without requiring retraining when you provide us your new warrant.

## Scope Reviews for Prospective Orders and Modifications

The Small Business GWAC Center offers OCOs, ordering offices, program offices and industry partners the value-added opportunity to send in prospective Statements of Work (SOW)/Statements of Objectives (SOO) and proposed modifications to existing orders for advance scope compatibility review; this service is available at no cost. This voluntary quality assurance measure has been made available for those who would like support in determining basic scope fit on the VETS contract vehicle.

The following items are required for a review to be conducted by the Small Business GWAC Center's team of Contracting Officers:

1. The Ordering Contracting Officer (OCO) and the OCO's selection of the FA. When determining the FA for the requirement, the OCO should consult Section C.10 and C.11 of the contract. The OCO should also identify the NAICS code best fitting the requirement;
2. A complete copy of the SOW/SOO, to include requirements, desired order terms (fixed price, time and materials, labor-hour, etc.), and other prominent information including an Exhibit 300, if applicable;
3. The government estimate, if available;
4. Acquisition history, if any.

For any prospective modification reviews, the complete order and modifications, if any, must be sent to the Small Business GWAC Center in addition to the four items listed above, with items 1, 2, 3 and 4 being specific to the proposed modification.

To get started on these courtesy reviews, please do the following:

1. Scan and/or attach the information listed above and the SOW/SOO to an e-mail addressed to [SOWreview@gsa.gov](mailto:SOWreview@gsa.gov);
2. Place "SOW review for VETS GWAC" in the subject line;
3. Notate within the e-mail any specific questions that you'd like to be addressed by the Small Business GWAC Center's team of Contracting Officers:

What can be expected upon concluding the SOW/SOO review is a short turn-around time, determination on whether the Small Business GWAC Center deems the requirement a good basic fit for the GWAC, and which Functional Area (FA) is appropriate based on the information that has been presented. This process does not obviate an OCO's due diligence. The OCO is still required to complete acquisition planning, work with legal and technical advisors if appropriate or required, conduct the procurement, etc. Please remember, a delegation of ordering

authority for the VETS GWAC must be obtained to be an OCO prior to issuing orders against this contract and before modifying orders.

## **Ordering Guidance**

The total estimated value of a procurement including options should be considered in developing an acquisition strategy. Tasks shall not be split to avoid threshold limitations. The basic task and any modifications must stay within scope of the order (and the contract).

Authorized order terms available under this GWAC are:

- Fixed-Price Family (FAR 16.2 and 16.4)
- Time & Materials (FAR 16.6)
- Labor-Hour (FAR 16.6)

If not using Fixed-Price terms, the FAR requires contracting officers to document the rationale, and that applies to orders under VETS. Some orders may have work containing a combination of contract types, i.e., Fixed-Price, Time & Materials, and Labor-Hour terms. The ordering agency is responsible for identifying the applicable order type(s), and making the order terms clear, which should be stated in the RFQ/RFP and resulting order.

### **Performance-Based Service Acquisition (“PBSA”, a/k/a Performance Based Contracting)**

PBSA means an acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The Office of Federal Procurement Policy (OFPP) recommends that performance-based statements of work (SOW)/statements of objectives (SOO) be utilized, to the maximum extent practicable, when acquiring services in accordance with FAR 37.102(a) [DFARS 237.170-2]. Performance-Based SOWs are also known as Performance Work Statements (PWS).

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

### **PWS**

A PWS identifies the technical, functional and performance characteristics of the government's requirements. The PWS describes the work in terms of the purpose of the work to be performed rather than how the work is to be accomplished or the number of hours to be provided.

### **SOO**

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

- Purpose

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

Upon award, the SOO plus the winning offeror's PRS, incentives/disincentives (if any) and pricing should be incorporated into the resulting task order. The PWS and QASP are commonly not included in the order, as inclusion of those items makes them binding upon the Government and can obligate the Government to detailed design and QA obligations that should remain the responsibility of the contractor under PBSA.

## Describing Requirements

Develop a requirement description in accordance with [FAR 16.505\(a\) \(2\)](#), or authorized agency regulations, including, but not limited to, the following, as applicable:

- A SOW (PWS or not) or SOO
- A desired completion date
- Milestones and/or performance schedule (if not a SOO)
- Set a RFI/RFQ/RFP response time to meet agency needs & promote competition
- Evaluation factors and methodology
- Any special instructions, conditions, notices, performance measures/metrics, etc.
- The applicable Section 508 accessibility standards from 36 CFR 1194
- Request subcontractor information (amount of work proposed to be performed by the SDVOSB prime, SDVOSB subcontractors). For certain tasks, OCO's may want to require prime contractors to provide subcontractor responsibility determinations (FAR 9.103 and 9.104-1) and consent to subcontract in task orders (FAR 44.2). OCOs may require a minimum SDVOSB level of participation for an individual task order as a go-no go evaluation criterion, or comparatively assess the level of SDVOSB participation in a tradeoff evaluation.
- Strongly consider the optional free advance SOW/SOO scope compatibility review
- Add any clauses needed at the task order level
- State that the solicitation is against the VETS GWAC, and the applicable FA

## Funding

Funding for each order shall be at the order level, not at the contract level.

Incremental funding strategies may be used if consistent with customer agency policy. In such a situation the total potential requirement (including price, period of performance, and performance milestones) is subject to fair opportunity to be considered and the agency should disclose that incremental funding will be used, and to what degree. The order will initially be funded up to a level certain, and additional incremental funds may be added by modifications, but each progressive modification adding funds should be tied to explicit measurable performance milestones. Modifications may not materially extend a task's competed period of performance or materially increase its competed total dollar value. The basic task and any modifications must stay within scope. Do not rely upon the basic contract's Changes clause(s) or Limitations in Funds Clauses (52.232-23) to implement incremental funding as they are not an appropriate source of authority. Agency policy will have to be communicated in the RFQ/RFP and resulting order about the OCO's authority for, and terms of, incremental funding.

## Agency Specific Clauses

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations and issued within an agency to satisfy the specific needs of the agency as a whole may be added at the Task Order level so long as they are not inconsistent with the terms of this contract and do not exceed its scope.

Provisions and clauses that supplement the FAR are described as follows:

- (a) Prescribed and included in authorized agency acquisition regulations issued within an agency to satisfy the specific needs of the agency as a whole;
- (b) Prescribed and included in a regulation issued by a sub-organization of an agency to satisfy the needs of that particular sub-organization; or
- (c) Developed for use at a sub-organizational level of an agency, not meant for repetitive use, but intended to meet the needs of an individual acquisition and impractical to include in either an agency or sub organization acquisition regulation.

## Higher Risk Work Scope Areas

The following types of work can be IT services and solutions if established properly. However, under representation of IT professional services and over representation of non-IT services and/or products can occur and is problematic, so due diligence and consultation with this Center and the OCO's legal and technical advisors is strongly advised.

- Business Process Re-engineering
- Cabling and Wiring
- Call Centers
- Contingency Planning
- Data Entry
- Disaster Preparedness/Recovery
- Documentation
- Enterprise Resource Planning
- Equipment Inventory and Maintenance
- Hardware/Software Maintenance
- Help Desk

## Not Allowed on VETS GWAC

- Renting (*it is ok for a contractor to enter into rental agreements to fulfill task order requirements, but the government will not be a party to them*)
- Leasing (*it is ok for a contractor to enter into leases, but the government will not be a party to them*)
- Blanket Purchase Agreements (BPAs)
- Cost Reimbursement Contracts/Task Orders
- Orders that are not primarily IT Service Orders.

## Security Clearance Considerations for Classified Orders

Before issuing an RFI/RFQ/RFP for a classified order, a determination should be made as to whether or not access to anything classified will be required during the RFI/RFQ/RFP (a/k/a "solicitation") process.

### If access is required during the solicitation process:

All prospective contractors who may receive the RFI/RFQ/RFP must possess the appropriate facility clearance, safeguarding capability and personnel security clearance in order to access the solicitation package. This may be ascertained by requiring proof of credentialing.

### If access is not required during the solicitation process:

Prospective contractors do not have to possess facility clearances to receive or review the RFI/RFQ/RFP.

RFIs/RFQs/RFPs and orders should specify if facility security clearance granted by a cognizant security agency (CSA) is required, and the highest required facility security clearance level. A DD254 is commonly used in solicitations to present these requirements.

RFIs/RFQs/RFPs and orders should specify if SENSITIVE COMPARTMENTED INFORMATION (having various compartments), TOP SECRET, SECRET, or CONFIDENTIAL industrial personnel security clearances (a/k/a "PCL") granted by a CSA are required. Unless the requiring activity has a bona-fide reason for precluding interim PCLs, they should be considered equivalent to non-interim PCLs. A DD254 is commonly used in solicitations to present these requirements.

RFIs/RFQs/RFPs and orders should specify if CSA cleared safeguarding is required, and if required, the highest required level. The safeguarding level should not exceed the facility security clearance level. A DD254 is commonly used in solicitations to present these requirements.

If the agency requirement is for active facility security clearance and/or current PCLs as an award prerequisite, as opposed to something that the requiring activity would allow a reasonable period of time after award to earn based upon the ordering contracting officer's agency, or customer agency sponsorship at the CSA, it should be identified in the RFI/RFQ/RFP. Such requirements for clearances as a precondition for award are not unforeseen and are not uncommon. When required as a condition of award, the following sample language is suggested for the RFI/RFQ/RFP (and in the case of an RFI, it is advisory in nature only, and not intended to be a screen that is typically implemented at that juncture).

The Government considers the requirement for \_\_\_\_\_(cite the applicable clearance(s)) \_\_\_\_\_ a definitive responsibility matter, i.e., Offerors must submit proof of these credentials before 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 at the ready so it is available when the Government requests it.

There are four different CSAs, all of which have equal authority: The Department of Defense, the Department of Energy, the Central Intelligence Agency, and the Nuclear Regulatory Commission. Reciprocity/equivalency of clearances between the CSAs is an evolving area and is not guaranteed.

## **Subcontracting**

In accordance with the 13 CFR 125.6, a small business concern contracting for services will perform at least 50 percent of the personnel cost of the contract with its own employees. There is a special provision for SDVOSB contractors with regard to subcontracting stating that in the case of a contract for services (except construction), the Service-Disabled Veteran-Owned Small Business Concern (SDVOSBC) must perform at least 50% of the personnel cost of the contract with the concern's employees and/or on the employees of other SDVOSB concerns. This is also in the contract in FAR Clause 52.219-14, Limitation on Subcontracting. All contract holders are responsible for managing the balance of workload being performed under their contract(s).

Contract sections G.17 and G.24 establish subcontracting tracking and reporting requirements for VETS GWAC prime contractors. As stated on page 11 of this guide under the caption "Describing Requirements", though not required to do so, OCOs may establish the amount of participation required of SDVOSBs on a given task order as a go-no go evaluation factor for order award or as a comparative evaluation factor in a tradeoff evaluation when they deem it is in the Government's interests.

It is a requirement of the VETS Industry Partners to submit semi-annual subcontracting reports to the Small Business GWAC Center. Prime contractors are responsible for performing greater than 50% of the work at the contract level per 52.219-14, and should also be expected to perform a meaningful amount on each order to prevent pass through situations. It is a best practice to require industry partners to disclose the amount of work they intend to perform with their own resources in quotations and proposals which don't establish an SDVOSB participation evaluation factor by asking for it in requests for quotation and requests for proposal, respectively. A good rule of thumb at the order level is for the small business prime contractor to be expected to perform around 50% of the work itself. If that's not the case, contact the Center for guidance.

It is reasonable and routine that on larger tasks SDVOSB prime contractors may significantly rely upon capacity building through subcontracting with other SDVOSB firms, or other than SDVOSB firms, to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an order, including options, when evaluating how much work the prime and SDVOSB subcontractors, if any, plan to perform for a given task order. This life cycle perspective permits SDVOSB primes to use their judgment in teaming to fulfill customer requirements, and to manage the expected SDVOSB participation over the full span of an order.

Consent to subcontract pursuant to FAR 44.2 is applicable. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and 9.104-1.

## **Order Duration**

Orders may be awarded during the VETS GWAC basic contract's life, which is also referred to as the contract ordering period. The contract ordering period is for a base period of five years with one, five-year option. Task order duration, provided the order is issued during the GWAC's ordering period, is not dependent upon the Center exercising the option of the underlying GWAC/basic contract. Orders may be issued for a term consistent with the customer agency's policy on task order duration with one limitation - proposed orders that may run beyond the final day of the underlying GWAC ordering period (February 2, 2007-February 1, 2012, with one, five-year option) are subject to additional duration conditions established in the GWAC. Generally this limits task orders to three years beyond the final day of the contract ordering period, which would mean all orders would have to be substantially completed by February 1, 2020. OCOs shall confer with the Center about the particulars in these cases.

## Size Recertification

Prior to exercising the GWAC level option period, contractors will be required to re-certify business size status per FAR 52.219-28.

## Competition Requirements-Fair Opportunity to be Considered (“Fair Opportunity”)

The VETS contracts were awarded using a competitive SDVOSB small business set-aside process resulting in multiple awards in two functional areas (FA1 and FA2). Since VETS is a multiple-award, indefinite-delivery, indefinite-quantity contract, Fair Opportunity (refer to FAR 16.505(b)) must be given to all contractors within the functional area that most closely matches the scope of the requirement, unless an exception established in FAR 16.505 applies.

FAR 16.505(b)(1) provides that each contractor shall be given a Fair Opportunity to be considered for each order exceeding \$3,000 issued. The method to obtain fair opportunity is at the discretion of the OCO, and that the OCO must document the Fair Opportunity process used, rationale for order award and price reasonableness of each order.

The Government may disseminate RFQ/RFPs via e-mail, facsimile, GSA's [e-Buy](#), commercial mail carrier or other electronic means as prescribed by the OCO's agency. Synopsis in FedBizOpps is not required under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders in the applicable FA satisfies the Fair Opportunity requirement.

Note to GSA OCOs: The VETS GWAC contracts are available in IT Solutions Shop in the VETS contract family. There are two lists: VETS1 and VETS2.

The following pertains to task order competition:

- Evaluation criteria will be established in the RFQ/RFP (price will always be a criterion), pursuant to FAR 16.505. Formal source selection per FAR 15 is not required.
- Past performance was a criterion for basic contract award. OCOs are encouraged to use past performance as an evaluation criterion for task orders estimated to exceed \$100,000. DoD activities have a FAR deviation set forth per DAR 990O0002, issued 1-29-1999, requiring past performance to be evaluated for IT work exceeding \$1,000,000.
- Either tradeoff or low price - technically acceptable evaluations are authorized at the RFQ/RFP level, and both qualify as best-value methods.
- The OCO may use oral presentations.
- The OCO must evaluate task order quotes and offers consistent with the evaluation methodology established for the procurement.
- The OCO may evaluate quotations without discussions; therefore, each initial quote or proposal should contain the best terms.
- The prices awarded in the contract are ceiling rates. Discounts should be the norm.

## **Fair Opportunity Exceptions ([FAR 16.505\(b\)\(4\)](#))**

Some acquisitions, though infrequent, may require an OCO to utilize a Fair Opportunity exception. When an exception to Fair Opportunity is warranted, the OCO must cite and substantiate one or more of the four statutory Fair Opportunity exceptions found in Federal Acquisition Regulation (FAR) 16.505. Exceptions shall be documented in accordance with [FAR 16.505\(b\)\(4\)](#). These are the **only** exceptions:

- 1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays**
- 2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized**
- 3. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity for the original order**
- 4. It is necessary to place an order to satisfy a minimum guarantee**

Exception 4 is reserved to the Center.

Advance written PCO approval is requested prior to an OCO using any of these fair opportunity exceptions.

## **Streamlined Acquisition**

A streamlined Fair Opportunity multi-phased approach is available for use on task orders RFPs and RFQs.

### Phase One:

1. Determine the Functional Area for the requirement. Strongly consider the free scope compatibility review offered by the Center.
2. Develop a Request for Information (RFI). The RFI should:
  - Include salient characteristics of the specific requirement (e.g. security clearance, specialized information, certifications, deliverables, response requirements) and disclose the general basis on which selections will be made
  - Instruct contractors to inform the OCO of their affirmative interest in the competition by the date shown in the RFI or they will not be included in Phase two.
  - Establish a response deadline that makes sense for phase one, understanding that the bid and proposal effort for phase one is typically minimal for the prime contractors, unless more detailed information is required than what is suggested below.
  - Transmit the RFI to the entire list of awardees in the particular FA to determine their interest in the competition, permitting them to opt-in or opt-out of phase two. We recommend using GSA's e-Buy, which will allow you to include all industry partners and provides proof that you did post it. Industry partners are responsible for monitoring e-Buy and keeping their information in it current. GSA OCOs may also use GSA IT Solutions Shop and should select all of the pick lists for the respective functional area.
3. Maintain a record of the RFI transmittal and responses in the order file to document use of fair opportunity procedures. Save transmission failure notices for the record.

4. The OCO should include all awardees in the FA who have indicated interest in further consideration/opted in for phase two, but not those who did not respond in the affirmative under phase one.

Phase Two:

Please ensure that all VETS prime contractors who opted-in during phase one receive a copy of the RFQ/RFP in phase two. Historically, this process reduces the number of proposals by targeting those industry partners who have researched their current capabilities and availability, and provides useful acquisition planning/milestone information.

For the phase two RFQ/RFP, competitive award criteria should be established (price/cost will always be a factor per 16.505(b)(1)(ii)(E)). Past performance was a part of the criteria for award for these contracts; however, when it is useful OCOs are encouraged to consider it as a criterion. References and past performance information for specific vendors can be requested from the contract holder. Either best value/tradeoff or low price-technically acceptable evaluations are authorized at the RFQ/RFP level, with a preference for the former. FAR 16.505(b)(ii) provides great latitude in designing an appropriate streamlined evaluation scheme, and we encourage utilizing that latitude in ways which are reasonable for your requirement. FAR part 15 evaluations are not required, but if your announced evaluation structure replicates it, it increases the odds it will be seen as such. It is a best practice to disclaim a FAR part 15 evaluation in your RFQ/RFP. The OCO may require oral presentations at the order level. The OCO may evaluate quotations without discussions; and if that is planned it is recommended the RFQ/RFP advise of that and that each initial quote or proposal should contain the best terms. The OCO should select a response time consistent with the needs of the agency being paramount, with an aim to promote competition to the extent practicable.

## **Price Analysis Guidelines**

The contract affords great flexibility to order Information Technology services, and also Information Technology services-based solutions. With that latitude comes the obligation to learn how those types of orders are required to be structured for price reasonableness and risk purposes by the Basic Contract's terms and conditions, and the responsibility to follow that structure at the task order level.

### **Proposals, quotes and orders for Fixed-Price work shall be priced as follows:**

When Fixed-Price work is drawn from the pre-priced labor categories and this is borne out in quotes or proposals, the presence of adequate price competition (as defined by the Federal Acquisition Regulations) for the task order requirement, when found to exist by the OCO, may be sufficient to establish the fairness and reasonableness of the work based upon the bottom line order price. In the above fact scenario, if there is not adequate price competition, the OCO must take additional steps to ascertain if the pricing is, or is not, fair and reasonable. The ordering contracting officer has discretion as to the applicable analysis techniques required to accomplish this necessary review, and should always document their results.

When the fixed-price work is expected to only be partially drawn from the pre-priced labor categories, the portion of the work that is covered by them should be reviewed per the rules of procedure established in the last fact scenario immediately above. However, the portion of the work relying upon Section B.4.4. of the VETS GWAC which permits inclusion of supplies, travel, incidental construction and other direct costs (all four as defined in the contract) requires special price analysis attention for those particular as detailed at B.4.4., and must be documented appropriately. The mechanics of including supplies, travel, incidental construction and other direct costs (as defined in the contract) have been structured in the contract, are easy to use and simply need to be executed. It is probably simplest to require the pricing for supplies, travel, incidental construction and other direct costs (as defined in the contract) to be broken out from the balance of the fixed price services in quotes and proposals since offerors have to formulate that pricing per the contract's requirements. Fixed-Price work may be awarded for an overall price, and with a not to exceed line item amount for travel (as it is subject to the customer designated travel regulation), but we are requiring additional review of the pricing of supplies, travel, incidental construction and other direct costs to inform the ultimate price analysis decision. If a handling charge is going to be permitted for travel, the amount of the charge needs to be predetermined in the quotes, proposals and orders and may not exceed the ceiling rate established in the basic contract. It may be simplest to rule out such a charge for price reasonableness purposes.

### **Proposal, quotes and orders for Labor-Hour work that are entirely drawn from the contract's pre-established labor categories should be priced as follows:**

For Labor-Hour task orders, when the work is entirely drawn from the pre-priced labor categories (which can only occur for pure labor hour terms, as time and materials terms will naturally include the use of materials) and this is borne out in quotes or proposals, the presence of competition for the task order requirement, when found to exist by the ordering contracting officer, lends itself to establishing the fairness and reasonableness of the work. The ordering contracting officer should take additional steps to ascertain if the pricing is, or is not, fair and reasonable, including reviewing the proposed labor mix of the work and must document their analysis and findings. The ordering contracting officer has discretion as to the applicable analysis techniques required to accomplish this necessary review, and should always document their results. Ordering contracting officers may include a simple question to support the analysis of labor category composition being from the pre-priced labor categories in the basic contract or not in their RFQs or RFPs, that being "With the exception of travel expenses, does your proposal consist entirely of

labor from the contract's pre-priced labor categories, with a "yes" or "no" choice to be completed by the quoting/proposing firm. Many ordering contracting officers will want to require the quotes and proposals to list the labor categories utilized, and if quotes are proposals are submitted that show different labor categories, can inquire if the labor categories map over the contract labor categories are not as a clarification. The Time and Materials payment clause is applicable to the labor hours that are drawn from the contract's pre-established labor categories at the agreed to rates in the task order, which may not exceed the contract's ceiling rates. Per B.4.4. of the basic contract, travel may be included in orders as a not to exceed line item. If a handling charge is going to be permitted for travel, the amount of the charge needs to be predetermined in the quotes, proposals and orders and may not exceed the ceiling rate established in the basic contract. It may be simplest to rule out such a charge for price reasonableness purposes.

#### **Proposals, quotes and orders for Time and Materials work shall be priced as follows**

The portion of the work that is covered by the contracts labor categories should be reviewed per the rules of procedure established in the last fact scenario for Labor-Hour work immediately above. However, the portion of the work relying upon Section B.4.4. of the VETS GWAC which permits inclusion of supplies, travel, incidental construction and other direct costs (all four as defined in the contract) requires special attention as detailed at B.4.4., and must be considered appropriately. It is not sufficient to rely upon the Time and Materials payment clause for reimbursement of supplies, incidental construction or other direct costs (as defined in the contract) under a Time and Materials order. The mechanics of including supplies, incidental construction and other direct costs (as defined in the contract) have been structured in the contract, are easy to use and simply need to be executed. It is probably simplest to require the pricing for supplies, incidental construction and other direct costs (as defined in the contract) to be broken out as separate line items since offerors have to formulate, and ordering contracting officers have to review, that pricing per the contract's requirements, which require that supplies, incidental construction and other direct costs (three of the four items mentioned at B.4.4. – all but travel) be fully definitized up front in the order, or through order modifications as the needs are established provided they are within the order's overall scope. Per B.4.4. of the basic contract, travel may be included in orders as a not to exceed line item. If a handling charge is going to be permitted for travel, the amount of the charge needs to be predetermined in the quotes, proposals and orders and may not exceed the ceiling rate established in the basic contract. It may be simplest to rule out such a charge for price reasonableness purposes.

#### **Proposals, quotes and orders for Labor-Hour work that includes labor categories other than those in the basic contract shall be priced as follows**

The portion of the work that is covered by the contract's labor categories should be reviewed consistent with the rules of procedure established in the earlier fact scenario for Labor-Hour work in this section. However, the portion of the work relying upon the other direct costs portion of B.4.4. (as defined in the contract) requires special attention as detailed in B.4.4., and must be considered appropriately. It is not sufficient to rely upon the Time and Materials payment clause for reimbursement of other direct costs (as defined in the contract) under a Time and Materials order. The mechanics of including other direct costs (as defined in the contract) have been structured in the contract, are easy to use and simply need to be executed. It is probably simplest to require the pricing for other direct costs (as defined in the contract) to be broken out as separate line items since offerors have to formulate, and ordering contracting officers have to review, that pricing per the contract's requirements, which require other direct costs to be fully definitized up front in the order, or through order modifications as the needs are established provided they are within the order's overall scope. Per B.4.4. of the basic contract, travel may be included in orders as a not to exceed line item. If a handling charge is going to be permitted for travel, the amount of the charge needs to be predetermined in the quotes, proposals and orders and may not exceed the ceiling rate established in the basic contract. It may be simplest to rule out such a charge for price reasonableness purposes.

## **Davis Bacon & Incidental Construction**

Regardless of contract type used in a task order, ordering contracting officers must apply Davis-Bacon (DB) wages to the incidental construction portion of any task when the value of that work exceeds the DB wage threshold identified of \$2,000 in FAR 22.403-1. This is principally a matter where ordering contracting officer's are mitigating risk of nonconformance regarding DB wages.

## **Task Order Awards/Issuance**

Task orders will ordinarily include the use of standard government forms, including:

- GSA Form 300
- Standard Form 1449
- DD Form 1155
- Other authorized agency form

Task orders may be distributed by mail, fax or e-mail. Oral orders are not authorized. One copy of orders and the associated SOW/SOO (along with any subsequent contract modifications) shall be sent to GSA at the address listed in Appendix I.

**After award of any task order the Ordering Contracting Officer must provide the Small Business GWAC Center a copy of the task order, statement of work, and subsequent modifications.**

## **Debriefings**

Debriefings are not required by FAR 16.505, however they are encouraged.

## **Alternate Dispute Resolution**

Alternate 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. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

## **Order Level Protest**

In accordance with FAR 16.505(a)(9), "No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Contract".

## **Ombudsman Process**

In accordance with FAR 16.505(b)(5) [and 10 U.S.C. § 2304c(3)], complaints related to matters affecting order award may be directed to the ordering agency's Ombudsman.

## **Past Performance**

At completion of task order performance, the client agency is required by FAR complete a past performance record for the contractor. We recognize customer agencies may already have established past performance systems they routinely utilize (i.e., CPARS or PPIRS), and they are generally acceptable. We ask that a copy of the past performance record entered into those systems be transmitted to the VETS GWAC PCO when it is completed. The SBGWAC Center may inquire about contractor performance from time to time by survey or telephone call.

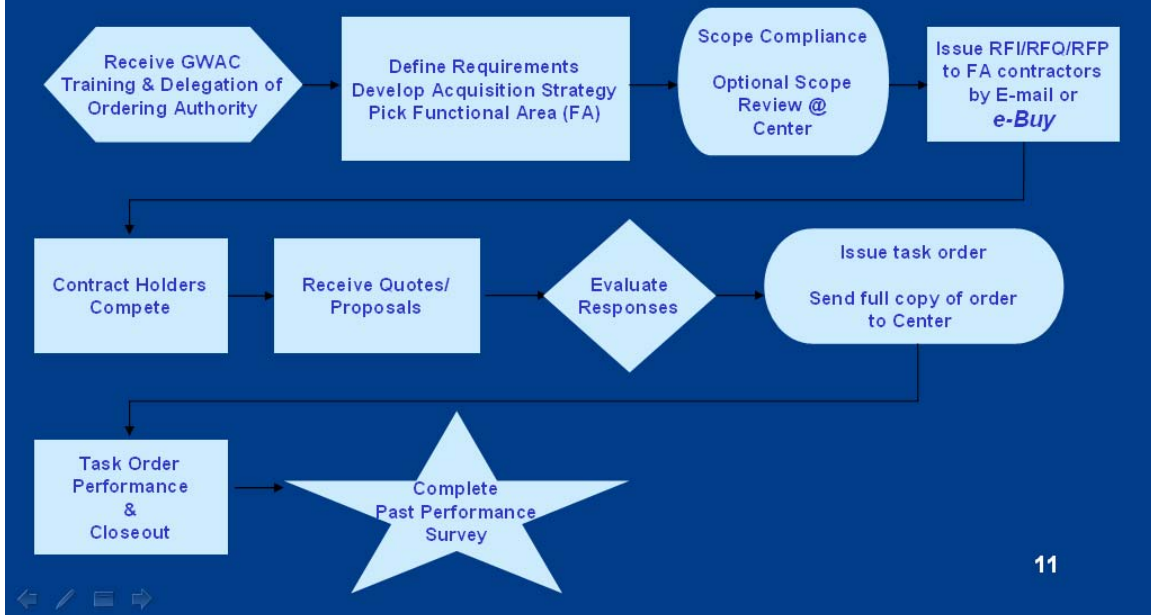
## **Order Close Out & Record Keeping**

It is the OCO's responsibility to close out orders per FAR 4.804 and 4.805 [DFAR 204.804 and 204.805].

## **Processing an Order:**

The process by which to award a task order can be configured to agency needs provided it is consistent with the VETS GWAC and FAR 16.505, which is quite flexible. Once a delegation of ordering authority is granted by the PCO of the VETS GWAC, the ordering contracting officer follows their internal process for planning & funding the requirement, gaining any necessary approvals and documenting the order. The following flow chart is one example of the VETS GWAC Ordering process:

## Ordering from VETS



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## Claiming Socioeconomic Credit in the Federal Procurement Data System (FPDS-NG, a/k/a FPDS)

### FPDS-NG Reporting

Ordering agencies and third party assisted contracting services are required to report all orders in FPDS-NG. Proper reporting ensures receiving socioeconomic credit.

### Direct Acquisition by OCO

Direct acquisition is when agency contracting officers obtain delegation of authority from the SBGWAC center to utilize the VETS in support of their own agency's procurements.

It is the agency's responsibility to report orders in FPDS. This is accomplished via agency specific guidelines and methods for reporting these awards (direct FPDS-NG data entry or through a feeder system). The FPDS-NG user's guide is on the Internet at:

<http://www.fpdng.com/downloads/FPDS-NG%20User's%20Manual.doc>

Some of the information being reported will include:

- Contracting Office Agency ID\* (FPDS-NG user's guide 3.4.1)
- Contracting Office Agency Name (FPDS-NG user's guide 3.4.2, auto populates from the ID above)
- Contracting Office ID\* (FPDS-NG user's guide 3.4.3)

- Contracting Office Name (FPDS-NG user's guide 3.4.3, auto populates from the ID above)

\* FIPS 95 codes associated with the agency

### **Assisted Contracting Services**

Assisted Contracting Services are when an agency chooses to use a third party to award and administer task orders for them. This is optional and is a determination made solely by the agency.

If the ordering agency chooses to use a third party to procure the services for them the third party will typically report the order in FPDS-NG against the proper contract vehicle. The third party will typically report information about itself and ALSO report information about the customer, which gives the agency that chose to use the third party proper socio-economic credit.

Some of the information reported by the third party about itself includes:

- Contracting Office Agency ID (FPDS-NG user's guide 3.4.1)
- Contracting Office Agency Name (FPDS-NG user's guide 3.4.2, auto populates from the ID above)
- Contracting Office ID (FPDS-NG user's guide 3.4.3)
- Contracting Office Name (FPDS-NG user's guide 3.4.3, auto populates from the ID above)

Some of the information reported by the third party about the customer includes:

- Funding Agency ID\* (FPDS-NG users' guide 3.4.5)
- Funding Agency Name (FPDS-NG user's guide 3.4.6, auto populates from the ID above)
- Funding Office ID\* (FPDS-NG user's guide 3.4.7)
- Funding Office Name (FPDS-NG User's guide 3.4.8, auto populates from the ID above)

\* These IDs are the FIPS 95 codes used by the customer

When using the third party assisted contracting services, it is useful for the customer to inform the third party of the FIPS 95 funding codes to use when reporting the Funding Agency ID and the Funding Office ID.

To guarantee the proper socio-economic credit is received, it is important for the customer to ensure that the FIPS 95 codes are as specific as desired. If the customer finds that their agency's funding IDs are not as specific as they would like, this can be updated through the FIPS update process.

In addition to the above information being reported in FPDS, it is mandatory for the agency to report the reason for purchase. Please reference section 3.4.10 of the FPDS-NG user's guide for specific information regarding this requirement.

This must be a valid value from the FPDS-NG data dictionary. If program/funding agency code is DOD and product/service code begins with 70, D3, H170, H270, H370, H970, J070, K070, L070, N070, U012, or W070, then reason for purchase must not be blank. Otherwise, leave blank. When the contracting agency or the funding agency is DOD and this procurement is for computer hardware or services, select a value for the reason certified by the funding office.

Validation Rule 4E: [http://www.fpdsng.com/downloads/FPDS-DES-SDD-validation\\_rules-DES\\_121005.doc#\\_Toc96502555](http://www.fpdsng.com/downloads/FPDS-DES-SDD-validation_rules-DES_121005.doc#_Toc96502555)

## **Contract Access Fee**

GSA includes a Contract Access Fee in the labor rates associated with the VETS GWAC. The fee for all orders and modifications is 0.75% (.0075) and is remitted by the contractor to GSA. The ordering activity does not have to pay GSA directly and GSA does not require the access fee be a separate line item on orders.

## **Rights Reserved by the PCO**

Only Small Business GWAC Center Contracting Officers are authorized to modify basic contract terms and conditions. Only Small Business GWAC Center Contracting Officers are authorized to delegate ordering authority. OCOs may not re-delegate their authority. Only a warranted OCO having written Order authority/delegation from the VETS GWAC PCO may make any required change to a previously issued Order and the change must be in writing.

# Industry Partner Guidance

## Subcontracting

All Industry Partners are required to submit a subcontracting report semi-annually. The reporting period runs from February through July with reports due August 31<sup>st</sup> and from August to January with reports due by March 1<sup>st</sup>. These reports are reviewed by the Small Business GWAC Center staff for compliance with FAR 52.219-14, Limitations on Subcontracting. These reports are a mandatory requirement of the contract. An industry partner's failure to comply with this obligation will result in corrective action, i.e., performance improvement plan, option not exercised, and possible termination of contract.

It is the Industry Partners responsibility to verify the current format and requirements of the Subcontracting Report at [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac).

Prime contract holders may count work subcontracted out to other SDVOSB contractors as their own work. Please refer to G.17 and G.24 of the contract, and also FAR 52.244-2 It is advisable to read the subcontracting information shared with OCOs elsewhere in this guide.

## Delegations

It is also a responsibility of the prime contract holders to ensure that any OCO issuing orders against the VETS has a delegation of ordering authority prior to issuing orders against this contract before acting on any orders. No work will be performed, no debt or obligation accrued and no payment will be made except as authorized by a bona-fide written order signed by an OCO possessing a duly authorized written delegation of ordering authority to use the VETS GWAC from the VETS GWAC PCO, or other Center contracting officer. If an Industry Partner is unsure if an OCO has delegation of ordering authority, please ask them to shown their written delegation of authority and/or contact the Small Business GWAC Center.

## Sales Reporting

Industry Partners are required to report sales and remit the Contract Access Fee (CAF) of 0.75% (.0075) quarterly in accordance with Section G of the contract. The fiscal year is October 1 through September 30. Quarterly sales and CAF payment are reported at <https://gwac.gsa.gov>.

All unit prices for line items quoted should be fully burdened (inclusive of the entire - regular hourly rate, fringe benefits, product price, any other indirect charges, profit, and the 0.75 percent CAF). When formulating each unit price, the CAF should be applied last.

## Notification of Changes

The Industry Partner should notify the Small Business GWAC Center when relevant changes occur to their companies. The following are examples:

- Change of Contract Manager
- Change of contact Information, i.e.
  - Address, Fax Number, Phone Number, Email, Website
- Change of ownership (see FAR 52.215-19 Notification of Ownership Changes) Section I.2 of the contract to be combined with the new 30 day size recertification requirement upon change in ownership in FAR 52.219-28).
- Change of company name

## **System Monitoring and Updating:**

Tasks may be competed using any channel that provides fair opportunity (including e-mail). Such channels/systems as ITSS, e-Buy and a contractor provided e-mail account may be used. Contractors shall maintain their registrations and accounts in the various systems identified by GSA as “fair opportunity channels”, and should diligently monitor them for opportunities. The clear consequence for not monitoring the account regularly could be missed opportunities.

### **IT Solutions Shop (ITSS) <https://web1.itss.gsa.gov>**

Authorization letters to identify the POC that should be listed on the distribution list for IT Solutions need to be faxed to ITSS at (858) 509-8842. The authorization letter must be on company letterhead and signed by a company official identifying their POC on the contract. Contact the ITSS helpdesk or the VETS GWAC PCO if you need assistance.

### **e-Buy: <http://vsc.gsa.gov>**

Registration in e-Buy is required. After registration, monitoring of e-Buy opportunities is required. You will receive notices regarding opportunities in e-Buy in your registered e-mail address. To respond to invitations, go to [www.ebuy.gsa.gov](http://www.ebuy.gsa.gov). Contact the e-Buy helpdesk or the VETS GWAC PCO if you need assistance.

### **Other systems to review and keep updated:**

VETS GWAC website: [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac)

Central Contractor Registration (CCR): <http://www.ccr.gov>

All Industry Partners are required to register in the Central Contractor Registration (CCR), and its constituent parts, located on the Business Partner Network website at ([www.bpn.gov](http://www.bpn.gov)). Industry Partners will need to maintain complete up-to-date registrations and diligently monitor their accounts in CCR. Registrations require annual renewal.

## **Performance Matters (see contract for complete listing)**

The Contractor shall provide all management, administrative, marketing, quotation, proposal, clerical and supervisory functions and actions required for effective and efficient Contract administration without direct cost to the Government.

Deliverables and locations in the contract:

- G.16.2.1 CONTRACT STATUS REPORT (quarterly)
- G.16.2.2 CONTRACTOR SALES REPORTING AND CONTRACT ACCESS FEE REMITTANCE (quarterly)
  - (a) Sales Reporting-<https://gwac.gsa.gov>
  - (b) Contract Access Fee Remittance <https://gwac.gsa.gov>
- G.17 SUBCONTRACTING REPORT (semi-annually)
- G.18 MEETINGS
  - G.18.1 GWAC LEVEL MEETINGS-Quarterly
  - G.18.2 TASK ORDER LEVEL MEETINGS
- G. 20 Contractor Contract Manager
- G. 23 Exit Strategy/Off Ramp at the Option Period and Re-certification
- G. 24 Subcontractors
- G. 25 End of Contract Reporting

#### H.4 ELECTRONIC ACCESS TO THE CONTRACT

#### H.5 INDUSTRY PARTNER WEBPAGE

- (1) A conforming version of the contract;
- (2) A list of all team members proposed and their capability/area of expertise;
- (3) A description of the functional area services awarded under the GWAC
- (4) A description of the Industry Partner's quality assurance program;
- (5) GSA's Ordering Guide for the GWAC;
- (6) Corporate points of contact
- (7) A prominent link to the GSA Small Business GWAC Center GWAC website

Industry Partners are encouraged, but are not required, to quote/offer on all requirements sent to them. Failure to respond to an RFQ/RFP in no way jeopardizes a firm's ability to compete for future RFQ/RFPs. We do ask if you're not going to compete for an opportunity, you tell the OCO why you opted out. However, in accordance with G. 23, Exit Strategy/Off Ramp at the Option Period and Re-certification, a Contract holder must have amassed at least \$500,000 in orders on their contract to be eligible for the option period. If the contract holder does not achieve at least \$500,000 in orders during the base period, the Government simply will not exercise the option.

All task orders shall be for IT services and solutions. Construct quotes and proposals consistent with the contract, including B.4.4, Ceiling Handling Rates for FP, T&M and L-H Task Orders. All options shall be priced. FOB Destination shipping is expected unless otherwise specifically permitted by the RFQ/RFP. Section 508 compliance assurances shall be included in quotes/proposals upon request.

### **Higher Risk Work Scope Areas**

The following types of work can be IT services and solutions if established properly. However, under representation of IT professional services and over representation of non-IT services and/or products can occur and is problematic, so due diligence and consultation with this Center and the contract holders legal and technical advisors is strongly advised.

- Business Process Re-engineering
- Cabling and Wiring
- Call Centers
- Contingency Planning
- Data Entry
- Disaster Preparedness/Recovery
- Documentation
- Enterprise Resource Planning
- Equipment Inventory and Maintenance
- Hardware/Software Maintenance
- Help Desk

### **Not Allowed on VETS GWAC**

- Renting (*it is ok for a contractor to enter into rental agreements to fulfill task order requirements, but the government will not be a party to them*)
- Leasing (*it is ok for a contractor to enter into leases, but the government will not be a party to them*)
- Blanket Purchase Agreements (BPAs)
- Cost Reimbursement Contracts/Task Orders
- Orders that are not primarily IT Service Orders.

## **Past Performance**

Please monitor your organization's status in the various Federal past performance record systems, such as the Past Performance Information Retrieval Systems "PPIRS" ([www.ppirs.gov](http://www.ppirs.gov)) and Contractor Performance Assessment Reporting System "CPARS" ([www.ppirs.gov](http://www.ppirs.gov)). Contractors may often provide input into those records.

## **Ombudsman Process**

In accordance with FAR 16.5 disputes related to matters affecting order award may be directed to the Agency Ombudsman.

The Ombudsman for GSA issued task orders is:

SPECIAL ASSISTANT FOR CONTRACTING INTEGRITY  
OFFICE OF ACQUISITION POLICY (MV)  
1800 F STREET, NW – ROOM 4031  
WASHINGTON, DC 20405-0002  
PHONE: (202) 501-4770  
FAX: (202) 501-1986

## Roles and Responsibilities

GSA is designated by OMB to issue the GWACs under our purview, and with that designation rests oversight. In addition to reviewing task order scope and addressing any scope incompatibility, GSA reports the following to the OMB from time to time: statistics on fair opportunity ordering, the number of tasks that include performance-based statements of work, task order types, competitive participation for orders, exceptions to the fair opportunity process, order award values, and socio-economic breakdown. Typical responsibilities for PCOs, requiring activities and OCOs are shown below.

### VETS GWAC PCOs

- Reside in the Center
- Have exclusive, non-delegable rights to modify basic contract terms and conditions
- Provide advice and guidance to ordering/requiring activities, OCOs and contractors regarding scope and acquisition regulations
- Help ordering/requiring activities understand how VETS can be used to meet IT requirements
- Conduct Quarterly Meetings with VETS prime contractors
- Review Subcontract Reporting and Quarterly Status Reporting

### REQUIRING ACTIVITY

- Defines order requirements
- Prepares SOW/SOO for order RFQs/RFPs
- Funds requirements
- Ensures IT capital planning
- Assists OCO with quote/proposal evaluation
- Assists OCO with performance monitoring and appraisal

### OCO (with delegations of ordering authority for VETS)

- Serve as the default COR/COTR for orders (may re-delegate this in writing)
- Place order(s) per terms of delegation of ordering authority
- May not modify the basic VETS contracts
- Maintain focus on individual orders
- Provide fair opportunity to prime contractors
- Manage order administration
- Oversee and execute in-scope order modifications
- Resolve order disputes
- Ensure FPDS-NG Reporting is completed
- Ensure past performance is completed in accordance with agency procedures
- Ensure all task orders are predominantly IT Services
- Perform order close out

Only a warranted contracting officer having order authority (OCO) may make any required change to a previously issued order and the change must be in writing. For further information, contact Center personnel at [vetsgwac@gsa.gov](mailto:vetsgwac@gsa.gov) or call toll free at (877) 327-8732.

# Appendix I-Resources

## Small Business Governmentwide Acquisition Contracts Center Resources

U.S. General Services Administration  
Small Business GWAC Center  
1500 East Bannister Road, Room 1076  
Kansas City, MO 64131  
Toll free: 1-877-327-8732  
Fax: 816-823-1608  
[www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac)

Matt Verhulst  
Director, Contract Division  
**816-926-1366**  
[matthew.verhulst@gsa.gov](mailto:matthew.verhulst@gsa.gov)

Janna Babcock  
VETS Procuring Contracting Officer  
**816-823-5320**  
[janna.babcock@gsa.gov](mailto:janna.babcock@gsa.gov)

For a comprehensive list of the entire Small Business GWAC Center, go to [www.gsa.gov/sbgwac](http://www.gsa.gov/sbgwac).

# Appendix II-Veteran-Owned Business Resources

**United States Department of Veterans Affairs**

[www.va.gov](http://www.va.gov), [www.vetbiz.gov](http://www.vetbiz.gov)

**Small Business Administration, Office of Veterans Business Development:**

<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>

<http://www.sba.gov/vets/>

**Small Business Administration, Veterans Business Development: Officers**

<http://www.sba.gov/aboutsba/sbaprograms/reservists/businessdev/index.html>

**Small Business Administration, Veterans Business Outreach Program**

[http://www.sba.gov/aboutsba/sbaprograms/ovbd/OVBD\\_VBOP.html](http://www.sba.gov/aboutsba/sbaprograms/ovbd/OVBD_VBOP.html)

**Small Business Administration, Address:**

U.S. Small Business Administration

409 3<sup>rd</sup> Street S.W.

Washington, DC 20416

Voice: (202) 205-6773

FAX: (202) 205-7292

# Appendix III-Applicable Documents, Websites and E-mail Addresses

Small Business Government-Wide Acquisition Contracts Center, VETS GWAC  
[www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac)  
E-mail: [vetsgwac@gsa.gov](mailto:vetsgwac@gsa.gov)

**Information Technology Solutions Shop On-line Ordering**  
<http://it-solutions.gsa.gov>

**GSA Order ADM 4800.2E-**

This Order provides definitions and listings of agencies and other activities authorized to use GSA sources of supply and services. It also provides definitive guidelines concerning eligibility requirements. [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac)

**Federal Acquisition Regulations**  
<http://acquisition.gov/comp/far/index.html>

**Frequently Asked Questions about the Service-Disabled Veteran-Owned Small Business Contracting Program**  
<http://www.sba.gov/GC/FAQs-mar2005.pdf>

**GSAM-General Services Administration Acquisition Manual**  
<http://acquisition.gov/comp/gsam/gsam.html>

**Small Business Administration-VETS**  
<http://www.sba.gov/vets/>

**Local Resources at SBA**  
<http://www.sba.gov/localresources/index.html>

**Executive Order 13360, Small Business Administration**  
<http://www.sba.gov/GC/disabled-vets-executive-order.pdf>

**Section 508 Accessibility Standards**  
[www.access-board.gov](http://www.access-board.gov/), <http://www.section508.gov/>

**e-Buy** [www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)  
**e-Library** [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)  
**Vet Biz** <http://www.vetbiz.gov/>

# Appendix IV-Glossary

<b>Center</b>	The Small Business GWAC Center
<b>CO</b>	Contracting Officer
<b>COR</b>	Contracting Officer's Representative
<b>CSC</b>	Client Support Center. FTS Client Support Centers are located throughout the United States, which are separated into Geographic Regions; see Appendix II.
<b>e-Buy</b>	An electronic Request for Quote (RFQ) / Request for Proposal (RFP) system designed to allow Federal buyers to request information, find sources, and prepare RFQs/RFPs online
<b>e-Library</b>	On-line research tool for buyer and seller to find information about GSA GWACs
<b>FA</b>	Functional Area , See Appendix V
<b>Fair Opportunity</b>	Fair Opportunity to compete will normally be provided to all Contract holders in the applicable Functional Area pool on all RFQ/RFP/Orders exceeding \$3,000.00, unless one or more of the four statutory Fair Opportunity exceptions found in Federal Acquisition Regulation (FAR) 16.505 applies. The Fair Opportunity process complies with Section 803 of the National Defense Authorization Act.
<b>FAR</b>	Federal Acquisition Regulations
<b>GSA</b>	General Services Administration
<b>GWAC</b>	Governmentwide Acquisition Contract in accordance with FAR 2.101 is a task-order or delivery-order contract for information technology established by one agency for Governmentwide use that is operated— (1) By an executive agent designated by the Office of Management and Budget pursuant to 40 U.S.C. 11302(e); or (2) Under a delegation of procurement authority issued by the General Services Administration (GSA) prior to August 7, 1996, under authority granted GSA by former section 40 U.S.C. 759, repealed by Pub. L. 104-106. The Economy Act does not apply to orders under a Governmentwide acquisition contract.

<b>IDIQ</b>	Indefinite-Delivery Indefinite-Quantity (see also FAR Part 16)
<b>IT</b>	Information Technology, see FAR 2.101 for definition
<b>NAICS</b>	North American Industrial Classification System
<b>OCO</b>	Ordering Contracting Officer
<b>PCO</b>	Procuring Contracting Officer
<b>RFQ/RFP</b>	Request for Quote, Request for Proposal
<b>SBGWAC</b>	Small Business Governmentwide Acquisition Contracts Center
<b>Service-Connected</b>	With the respect to disability or death, that such disability was incurred or aggravated, in line of duty in the active military, naval, or air service
<b>Service-Disabled Veteran</b>	A veteran, as defined in 38 U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) 38 U.S.C. 1010(2). The term “veteran” means a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable, as defined in 38 U.S.C. 101(16). The term “service-connected” means, with respect to disability or death, that such disability was incurred or aggravated, in line of duty in the active military, naval, or air service
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	Must be at least 51 percent owned by one or more service-disabled veterans or in the case of publicly owned by one or more service-disabled veterans and must be managed by a service-disabled veteran
<b>Veteran</b>	A person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable
<b>VETS</b>	A SDVOSB set-aside GWAC also known as the VETS GWAC that was awarded by the Small Business GWAC Center, see <a href="http://www.gsa.gov/vetsgwac">www.gsa.gov/vetsgwac</a> .
<b>VETS GWAC</b>	A SDVOSB set-aside GWAC also known as VETS awarded by the Small Business GWAC Center, see <a href="http://www.gsa.gov/vetsgwac">www.gsa.gov/vetsgwac</a> .

# Appendix V-Work Scope Elements

(Also See Section C of the Contract [www.gsa.gov/vetsgwac](http://www.gsa.gov/vetsgwac), Contract Library)

## Functional Area 1-SYSTEMS OPERATIONS AND MAINTENANCE

1. Anti-Virus Management Service
  - i) Intrusion Detection and Prevention Service
  - ii) Virus Detection, Elimination, and Prevention
2. Biometrics
  - i) Smart Card Technologies
3. Chief Knowledge Officer (CKO) Support
  - i) Informatics
  - ii) Knowledge Management
4. Computer Security Awareness, and Training
  - i) Computer Security Incident Response
  - ii) Computer Security Planning
  - iii) Security Policy Compliance
5. Configuration Management and Licensing
6. Database Design and Administration and Data Storage Management
  - i) Database Design
7. Disaster Recovery, Continuity of Operations, and Contingency Planning
  - i) Critical Infrastructure Protection
  - ii) Hot-site and Cold-site Support Services
  - iii) Incident Response Service
  - iv) System Recovery Support Services
8. E-Business Planning and Support
9. Electronic Commerce (EC) and Electronic Data Interchange Support
10. Emerging Technologies
  - i) IT Research and Development
  - ii) Nanotechnology
11. Hardware and Software Maintenance and /or Licensing
  - i) Software/Hardware Maintenance and /or Licensing
12. Independent Verification and Validation

13. Independent Verification and Validation (Security)
  - i) Certification of Sensitive Systems
  - ii) Mainframe Automated Information Security Support
  - iii) Security for Small Systems, Telecommunications, and Client Service
14. Information Architecture Analysis and Web Object Indexing
15. Information Management Life Cycle Planning/Support
  - i) Information Management Support
16. Integration Support
17. Internet System Architecture and Webmaster Support
  - i) Website Development and Support
18. Mainframe/Data Processing System Support
19. Managed E-Authentication Service
20. Managed Firewall Service
21. Media/Training Center/Video Teleconferencing Support
22. Network Support (including Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Internet access, etc.)
  - i) Connectivity and IT infrastructure Support (including Data Networks, Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Storage Area Networks (SAN))
23. Office Automation Support/Help Desk Support
24. Performance Measures and Metrics Planning
25. Privacy Data Protection
26. Public Key Infrastructure (PKI)
  - i) Crypto Systems
  - ii) Digital Signature Technology
27. Seat Management
  - i) Systems Operations
28. Section 508 Compliance Assistance
29. Secure Managed Email Service (SMEMS)
30. Security Certification and Accreditation

31. Supply Chain Management (Logistics)

32. Systems Management Support

- i) Information Systems Support

33. Systems Vulnerability Analysis/Assessment and Risk Assessment

- i) Quantitative Risk Analysis of Large Sensitive Systems
- ii) Vulnerability Scanning Service

34. Technical Support

- i) Computer Center Technical Support

35. Telemedicine

36. Test and Evaluation Support

37. Training, Training Development, and Training Center Support (including Computer Based Training)

- i) Distance Learning
- ii) Training Requirements Analysis and Planning

38. Virtual Data Center

- i) Data Warehousing

39. Vulnerability Scanning Service

## **Functional Area 2-INFORMATION SYSTEMS ENGINEERING**

1. Anti-Virus Management Service

- i) Intrusion Detection and Prevention Service
- ii) Virus Detection, Elimination, and Prevention

2. Automated Workflow System Development and Integration

3. Biometrics

- i) Smart Card Technologies

4. Business Process Reengineering (BPR)

- i) Benchmarking/Operational Capability Demonstrations
- ii) Change Management

5. Chief Information Officer (CIO) Support

- i) Enterprise Resource Systems Management
- ii) Enterprise Resource Systems Planning
- iii) Information Assurance Activities
- iv) Information Operations
- v) Inter/Intra-Agency Enterprise Resource Planning

6. Computer Security Awareness, and Training

- i) Computer Security Incident Response
- ii) Computer Security Planning
- iii) Security Policy Compliance

## 7. Customer Relationship Management

## 8. Disaster Recovery, Continuity of Operations, and Contingency Planning

- i) Critical Infrastructure Protection
- ii) Hot-site and Cold-site Support Services
- iii) Incident Response Service
- iv) System Recovery Support Services

## 9. Global Information Systems

## 10. Hardware and Software Maintenance and /or Licensing

- i) Software/Hardware Maintenance and /or Licensing

## 11. Independent Verification and Validation (Security)

- i) Certification of Sensitive Systems
- ii) Mainframe Automated Information Security Support
- iii) Security for Small Systems, Telecommunications, and Client Service

## 12. Information Technology Architecture (ITA) Support

## 13. Information Technology (IT) Strategic Planning, Program Assessment, and Studies

- i) Feasibility Studies
- ii) Information Technology (IT) Strategic Planning and Mission Need Analysis
- iii) Information Technology Organizational Development
- iv) Information Technology Program Analysis, Assessments and Studies
- v) Information Technology Research and Development

## 14. Infrastructure Quality Assurance

## 15. Instructional Design, and Modeling & Simulation

## 16. Managed E-Authentication Service

## 17. Managed Firewall Service

## 18. Privacy Data Protection

## 19. Public Key Infrastructure (PKI)

- i) Crypto Systems
- ii) Digital Signature Technology

## 20. SCE/CMM/CMMI Analyses and Implementation Support

## 21. Secure Managed Email Service (SMEMS)

## 22. Security Certification and Accreditation

## 23. Software Life Cycle Management (SLCM)

- i) Cost Benefit Analysis, Cost Effectiveness Analysis
- ii) Risk Analysis and Assessment
- iii) Stakeholder Analysis
- iv) Total Cost of Ownership Studies

## 24. Software Engineering (SWE)

- i) Software Quality Assurance

## 25. System and Software Design, Development, Engineering, and Integration

- i) Software Development
- ii) System Design Alternative Studies
- iii) Software Distribution, Licensing, Maintenance

## 26. Systems Vulnerability Analysis/Assessment and Risk Assessment

- i) Quantitative Risk Analysis of Large Sensitive Systems
- ii) Vulnerability Scanning Service