



September 18, 2015

John Cavadias  
Senior Contracting Officer  
U.S. General Services Administration  
333 W. Broadway, Suite 950  
San Diego, CA 92101

Re: Alliant 2 Draft Request for Proposals

Dear Mr. Cavadias,

Please find the attached comments from the Coalition for Government Procurement (the Coalition) in response to the Alliant 2 Draft Request for Proposals (RFP).

Thank you for the opportunity to comment and we look forward to reviewing and submitting comments on the second Draft RFP.

If you have any questions or comments please contact me at (202) 331-0975.

Sincerely,

Roger Waldron  
President

**The Coalition for Government Procurement  
Alliant 2 Working Group  
Comments on the Draft RFP**

On behalf of our member firms, the Coalition for Government Procurement (the Coalition) appreciates the opportunity to submit comments on the draft Alliant 2 Request for Proposals (RFP).

The Coalition is a trade association of firms selling commercial services and products to the Federal Government. Our members collectively account for approximately half the sales generated through the General Services Administration (GSA) IT Schedule and the Government-wide Acquisition Contracts (GWAC) programs, including Alliant. Coalition members include small, medium and large business concerns located throughout the country that provide a significant number of jobs in the U.S. economy. For over 35 years the Coalition has worked with government and industry to promote common sense acquisition policies and programs that deliver best value for the American people.

The Coalition supports Alliant 2 as a key opportunity to increase the efficiency and effectiveness of the governmentwide IT program. A successful Alliant 2 program will help reduce contract duplication across the federal enterprise – duplication that reduces competition in the federal IT marketplace and increases total acquisition costs (TAC) for the government and industry. The Coalition believes that keys to the success of Alliant 2 will be ensuring a flexible, efficient, and responsive contract vehicle that reduces TAC for all. We encourage GSA to focus on creating flexible contract structures that promote innovation at the task order level. Consistent with this view, the Coalition provides the following overall recommendations regarding Alliant 2:

- The Coalition applauds GSA's recent decision to issue two additional Draft RFPs for Alliant 2 Unrestricted and Alliant 2 Small Business in the form of an upcoming RFI. A second round of Draft RFPs is an important step in facilitating a Myth-Busters dialogue between Government and industry to develop Alliant 2 as an effective IT GWAC that meets customer agency needs.
- Consistent with the best value evaluation methodology, the number of Alliant 2 awards should be at the natural break in scores rather than an arbitrary predetermined number. Setting an arbitrary number of awards for Alliant 2 creates a significant risk of distorting the competitive market. Using the natural break point will affirm Alliant 2's best value goal of awarding to best in class IT firms.

- The data reporting requirements outlined in the current Alliant 2 draft should be significantly reduced. The aggregation, management and reporting of data are costly for both government and industry. Moreover, when most task orders under Alliant are either firm-fixed price or cost-reimbursement – the reporting of labor rates is of limited utility. Finally, based on recent feedback regarding ongoing Alliant data reporting, there appears to be no compelling customer demand to increase data reporting levels as envisioned in Alliant 2.

In addition to the above recommendations, the following comments on specific sections are provided for your consideration:

Category	Section of Draft RFP	Question/Comment
General	<b>B.6 Labor Categories (LCATs)</b>	It is not clear the difference between Agency-unique IT Services LCATs and Non-Standard IT Service LCATs other than who can approve their use. Can you please provide insight into the difference in the two types of LCATs and why GSA believes they need to be treated separately?
Requirements	<b>B.10.6 Requirements Contract Type for Commercial Items</b>	An excerpt from Section B.10.6 follows: “Distinction of a Requirements Contract to Other Contract Types: A Requirements contract type Task Order issued under this Master Contract is NOT an indefinite-delivery, indefinite-quantity (IDIQ) contract. There is a distinct difference between a Requirements contract and an IDIQ, and distinct differences in the nature and legal effect of the different types of orders that are placed against these different contract vehicles.” Can GSA clarify this section and how it is different from a Task Order with optional Contract Line Item Numbers (CLINs)?
Scope	<b>C.2 Scope of Work Overview</b>	Recommend deleting “known today” from the statement “The scope of the Master includes every conceivable aspect of Information Technology Services known today, including but not limited to:” Use of the terms “known today” can create confusion regarding the scope as it limits the contract to current technologies—the language should be deleted and additional added to emphasize the evolutionary nature of the contract that can include new technologies as they come on the market—this will ensure Alliant 2 can meet future customer agency needs as technologies evolve.

Scope	<b>C.5 Ancillary Support Services: Services, Supplies and Construction</b>	Telecommunications should be considered a service that can be offered within the scope of Alliant 2--not an ancillary service. Alliant 2 should be able to provide telecom services to the extent the NS2020 scope includes IT.
Scope	<b>C.6 Contract Security Requirements</b>	Will other agency unique security requirements be addressed at the task order level? Given the recent and rapid updates/new provisions regarding cyber security requirements—how will GSA incorporate evolving security standards?
Reporting	<b>F.7 Deliverables</b>	<p>There is a considerable amount of effort required to compile and reconcile the data on the requested reports; many of which are redundant. The data reporting requirements should be revised, reduced and streamlined for all.</p> <p>Please remember that most Industry Partners have a number of IDIQs they can recommend to customers. The contract level reporting requirements included in the DRFP will make Alliant 2 much less attractive than the other IDIQs, especially if agency customers do not find the data valuable.</p>
Reporting	<b>F.7 Deliverables and G.21.2 Reporting Transactional Data</b>	<p>Transactional data reporting is unique to GSA contracts and represents a cost to the contractor. This reporting potentially makes the contract less attractive than alternative contracts. Most of the transactional data is a manual data entry effort pulling from other data sources and transcribing the information. Checks and balances are performed but reporting within 15 days likely results in increased error rates and potential non-compliance with the contract thereby creating increased risk for the contractor. Larger, more complex TOs, the target for Alliant 2, create a greater workload. These contract unique requirements are typically handled as exceptions and the frequency of reporting compounds the matter.</p> <p><b>Recommendation:</b> As stated previously, the Coalition recommends that the reporting requirements be reduced. A more reasonable schedule based on the event driven reporting requirements is within 30 days of month end for events during the preceding month. Revise the transactional data reporting requirement stated in G.21.2 to within 30 days after month end for events during the preceding month.</p>

General	<b>F.7 Deliverables and G.22 Contract Access Fee Remittance</b>	<p><b>Recommendation:</b> Revise the language to indicate that contractor shall remit CAF to GSA within 30 days for all invoices remitted to the customer for payment during the prior quarter.</p> <p><b>Rationale:</b> Currently CAF is remitted to GSA within 30 days for all invoices remitted to the customer for payment in the prior quarter. Even on this frequency, contractors are paying CAF to GSA when they have not been paid. Conversely, on the GSA Schedules program, contractors can elect to pay IFF after they have been paid.</p>
General	<b>G.1 General</b>	Suggest the last sentence be replaced with the similar language used in Section G.8.1 “ All costs associated with this requirement shall be handled in accordance with the Contractor’s standard accounting practices; however, no costs for Contractor Key Personnel may be billed to the GWAC Program Office.”
Requirements	<b>G.11 Contractor Web Page</b>	Recommend deleting the requirement to include GSA approved press releases for both master contract and task orders as overly broad requirement. As alternative, GSA is already asking for a link to the Alliant site which should be sufficient.
Reporting	<b>G.13 and J-6</b>	<p>Alliant-2 will be a competitively awarded GWAC, with pricing based upon specific criteria for this program. GSA is requesting a crosswalk to “other multi-agency contracts” and “other multi-agency labor category titles”. Other programs are often bid based upon different criteria, and is therefore not relevant. If we are bidding based upon the criteria established in the solicitation, this information should not be required.</p> <p>It is unclear what data the government is asking for and the purpose for collecting this data?</p> <p>Company Labor Category mapping to contract labor categories is typically provided in the cost proposal at submission. Respectfully request that this one time labor category mapping requirement be a separate tab in the cost volume</p> <p>This requirement makes the improper assumption that all contractors have commercial or corporate labor titles and descriptions. Federal contractors’ cost estimating systems</p>

		<p>do not require the establishment of standardized labor categories in order to perform work with the federal government.</p> <p>It is unrealistic to ask contractors to map the Alliant 2 Labor Categories into other IDIQ contract labor categories. If this is required, GSA should be able establish a cross walk between the Alliant 2 Labor Categories and other IDIQs Labor Categories.</p>
Reporting	<b>G.21.1 GWAC Data Calls</b>	<p>An excerpt from section G.21.1 follows: “Protests issued under an Order - Requires specific data to be outlined in the brief, GSA-approved format. This requirement is triggered when a Contractor files an Alliant Task Order Protest with any federal agency. This data will be used to determine recurring issues leading to Protest that can be addressed during OCO training programs. This will result in providing more effective guidance to federal agency customers on procurement best practices.”</p> <p>Members emphasize that the data to be outlined in the “brief, GSA format,” takes into account the time and cost for Alliant 2 contractors associated with collecting this information. Additionally, the Coalition requests that GSA provide a sample of the described requirement in a second Draft RFP.</p>
Reporting	<b>G.23 Small Business Subcontracting Plan</b>	<p>A 50% goal essentially raises a significant question regarding the overall role of the prime contractor in Alliant. The Coalition believes that the subcontracting goals are unrealistic and may limit the prime contractor’s flexibility in providing best value solutions to customer agency requirements.</p> <p>The Draft RFP Subparagraph G.23(c) states “Failure to <b>make incremental increases</b> towards meeting the overall Small Business Subcontracting Goals, or to comply with the attached Small Business Subcontracting Plan may subject the Contractor to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, “Liquidated Damages – Subcontracting Plan.”</p> <p>Clause 52.219-16 states failure to make a “good faith effort”. Recommend the Government use the same language as the clause.</p>
Requirements	<b>H.19.1 Contractor Participation</b>	<p>Revise the contractual requirement for contractor participation through proposal submission to be an</p>

	<b>through Proposal Submission</b>	<p>objective while keeping the tracking and evaluation elements to be addressed in a CPAR.</p> <p>Making this a contractual requirement is harsh and counterproductive. Moreover, as GSA is making this a contract performance requirement, please confirm that contractors will be reimbursed for the costs necessary to comply—including costs of submitting the minimum number of task order proposals.</p> <p>Obtaining participation through a contractual compliance approach as opposed to determining the reasons for non-participation and removing the obstacles or barriers probably avoids the issue. After determination of the reasons for non-participation and taking any appropriate corrective action, the off-ramp provided for in the contract is more appropriate. An alternative approach of describing this as an objective which can still be tracked and evaluated could obtain the same results while revealing the reasons for non-participation along with removing any barriers.</p>
Requirements	<b>H.20 Government Remedies for A Non-Performing Contractor Who is Not Meeting the Minimum Participation and Production SD</b>	See comments regard H.19. If this is a performance requirement, contractors should be reimbursed for their costs.
Requirements	<b>H.22 Environmental Objectives and Requirements</b>	Delete the entire paragraph from the solicitation. New, unusual and innovative changes or requirements that make Alliant 2 an exception should be weighed against the appropriateness and value. While almost everyone supports sustainability along with the benefits and objectives, it appears out of place in the Alliant 2 contract. GSA can support environmental measures without making this a contractual requirement in the Alliant 2 contract. [It is doubtful that GSA's Alliant PMO has the experience or expertise to provide meaningful guidance in this area.] The sustainability area deserves its own requirements, management and reporting structure.
General	<b>L.5.1.4 Meaningful Relationship Commitment Letters, if applicable</b>	Please provide further clarification as to how GSA will evaluate meaningful relationships for purposes of the evaluation criteria, e.g. Leading Edge Technologies.

General	<b>L.5.2.2.4 PSC Code Table</b>	Please review and confirm that the codes are appropriate/applicable for the Past Performance evaluation.
General	<b>L.5.3.4 Subcontracting Small Business Goals and M.5.2.1 Total Small Business Past Performance</b>	The Coalition notes that this evaluation criteria has been removed as outlined in GSA’s most recent Alliant RFI.
Requirements	<b>L.5.4.1 Cost Accounting System and Audit Information</b>	We recommend an adequate Cost Accounting System be mandatory pass/fail evaluation criteria for Alliant 2. Approximately 41% of the Alliant dollar value (\$8.2B) is contracted as cost type task orders. The GSA IT GWACS were established specifically to support cost type task orders. If a contractor does not have an adequate cost accounting system they will not be able to fully support customer requirements. It will be very confusing to customers as to which contractors are qualified to propose on the different types of task orders; it will create two different de-facto pools of contractors on Alliant 2 – those that are fully qualified to participate in all task order competitions and those that can only participate in a limited number of the task order competitions.
General	<b>M.5.2 Volume 3 – Past Performance</b>	It is our understanding that this section is in the process of being re-worked by GSA for release in a second Draft RFP. The Coalition agrees with GSA’s decision to better clarify the meaning of “positive trend.”
General	<b>Section M – Revisions</b>	Finally, the Coalition again strongly recommends that GSA issue a second draft RFP.