



December 1, 2015

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

Re: Second Alliant 2 Draft Request for Proposals

Dear Mr. Cavadias,

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

As the Coalition has stated before, our members support Alliant 2 as a key opportunity to increase the efficiency and effectiveness of the government-wide IT program. In order for Alliant 2 to be successful, it will need to be a flexible, efficient, and responsive contract vehicle that reduces Total Acquisition Costs (TAC) for all stakeholders. We appreciate GSA emphasis on maintaining the strengths of the original Alliant.

However, there continues to be opportunities to reduce the reporting and compliance burden in the current Alliant 2 Draft RFP. Reducing government unique burdens is central to ensuring the contract is a cost-effective solution for agency customers, GSA and its industry partners. The Coalition provides the following questions, comments and recommendations regarding the second Draft RFP:

Performance Based Acquisition Requirements

The Coalition believes that while GSA has taken great care in crafting the Performance Based Acquisition requirements to include participation and production, the requirements will not accomplish their stated goals. As delineated in Section H.19 of the Draft RFP, the participation and production requirements introduce unnecessary accounting and compliance costs for both the government and industry. Specifically, Section H.19 examines a vendor's "continual involvement within the Master Contract as measured and assessed by the stated *Participation* and

Production objectives: submitting responsible Task Order Proposals and winning Task Order Awards, respectively.”

Additionally, the requirements hold vendors accountable for events that are outside their control, including the requirements that a customer agency brings to the contract. Given this fact, there is a significant risk that the evaluation of vendors will be arbitrary from year to year. It is fundamental that contractors’ bids are based on criteria that pertain to specific task order requirements. Contractors should not be held to a participation standard that includes key variables that are outside of their control. Should GSA elect not to eliminate these requirements, the Coalition recommends that GSA do the following:

- 1) Exclude the first contract year from evaluation altogether.
- 2) Evaluate offerors on the basis of accumulated proposals and awards, instead of annually accounting for each individual year.
- 3) Compensate contractors for participation performance requirement. To the extent GSA is mandating a particular participation level, it becomes a performance requirement that is subject to reimbursement by the government.

Unnecessary Compliance Burden

While the Coalition welcomes some of the changes that have appeared in the second draft of the Alliant 2 contract, the collective contract administration requirements, while not overly onerous on their own, represent a significant increase in the compliance/reporting burden that has been shifted to industry.

Moreover, the business case for the additional reporting requirements has not been made. As such, the Coalition encourages a public dialogue among its customers and contractors as to the role and value of the cross cutting compliance and reporting requirements included in the draft solicitation. As a strategic government-wide IT acquisition program, it is vital that Alliant 2 provide sound business opportunities that reduces industry’s pass through compliance costs for the government and the taxpayer. Alliant 2 provides a unique opportunity for reducing government unique compliance burdens to streamline access to IT solutions and innovative technologies. GSA should review and reduce the collective compliance burden for vendors in the final Alliant 2 contract. For more information on the specific compliance and reporting burdens, please review the response template below.

Small Business Subcontracting Goal

The Coalition supports opportunities for small business (SB) concerns. At the same time, the current goal of 50 percent is very aggressive and will likely have unintended consequences for all. As of September 2015, 26 of 57 primes met the current SB subcontracting goal requirement under Alliant. This track record reflects the reality that subcontracting opportunities often depend on a host of variables associated with the agency requirements and contractor/subcontractor capabilities. Raising the Alliant 2 goal when less than 50 percent of contractors have met the current, lower Alliant goal will likely increase administrative costs/burdens as contractors shift resources to meet the higher goal. To the extent there is a focus on subcontracting goals, it should be on improving performance relative to the current threshold goals before increasing the overall goal.

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

ALLIANT 2 GWAC DRAFT SOLICITATION RESPONSE TEMPLATE		
POINT OF CONTACT		
Name:	Roger Waldron	
Title:	President	
Agency/Company:	The Coalition for Government Procurement	
Phone:	202-331-0975	
E-Mail:	rwaldron@thecgp.org	
DRAFT RFP PAGE NUMBER	DRAFT RFP SECTION NUMBER	COMMENTS/QUESTIONS/SUGGESTIONS

P. 17, P. 56	CAF: B.14, F.7.2,	<p>"The contractor shall be responsible for reimbursing the Contractor Access Fee (CAF) to the GSA GWAC Program." One of the keys to success for the Alliant 2 contract is the establishment of a flexible CAF that can be negotiated for high revenue or high volume customers. Given that other contracts already have this flexibility built in, the ability to equalize CAF will eradicate a sales barrier.</p> <p>Concerning implementation, GSA should consider the following questions: Would GSA consider managing CAF directly with client in order to increase flexibility and agility? Alternatively, would GSA consider directly managing CAF with those clients who use Assisted Acquisition services, using industry as the middleman only for direct order direct bill tasks?</p>
P. 63, P. 211, P. 226	G.8, L.5.5.2.2, M.7	<p>Section on "Contractor Program Manager and Contracts Manager for the GWAC Master Contract." In this section, it seems that GSA is acknowledging the burden of additional reporting requirements and cost under Alliant 2 with the statement, "as a result, these program management support costs shall be included within each fully burdened labor category rate, and shall not be proposed as separate labor categories on any Task Order." GSA has not provided any instructions on how this can or should be included in the burdened labor categories. Ideally, in the interest of transparency and overall cost to government customers, the compliance reporting costs that GSA requires under the contract are deliverables that should be separately priced.</p> <p>Alliant 2 requires contractors to complete significant reporting obligations by the Program Manager and Contracts Manager, which are required to be unbillable. Establishing a dedicated Program and Contracts Manager for this contract is a direct cost that should be reimbursed to Contractors.</p> <p>Expecting that contractors will recover this labor cost through their indirect rates is misguided. Currently, Alliant 2 does not provide offerors with the flexibility to add a "PMO Tax" or other additional indirect cost to their contract labor rates. According to the RFP, offerors are required to bid per their current DCAA/DCMA approved rates. These indirect rates are based on historical costs and may not include the new staff required to complete the Alliant reporting requirements. By limiting the offeror's fees to 7.5%, this also does not allow for an adequate increased profit rate to cover the unbillable costs required by Alliant.</p> <p>The fee for cost reimbursement should be at statutory limit of 10%, lower fees should be left to negotiation at the task order level.</p> <p>GSA should ensure that offerors are afforded the opportunity/option, based on their internal business models, to propose labor rates for services/performance that specifically include performance of compliance reporting data as a contract deliverable.</p>
P. 55 & P. 74	CPARS: F.7.2 & G.19	<p>The DRFP requires vendors to report a Marginal CPAR rating on a task order to the Alliant PMO within 30 calendar days of "receiving the evaluation." GSA should clarify the intended meaning of this requirement. Will contractors have 30 calendar days after CPAR evaluation finalization rather than receipt, since vendors have up to 60 days to comment before a rating is finalized? Also, how will this information be used by GSA?</p>

P. 56, P.86 - 87	TO Closeout: F.7.2 & G.26 & G.27	Alliant 2 requires contract close out within 12 months of order expiration. GSA should clarify this requirement for vendors. Is this within vendor control? Will this requirement be a definitive contract deliverable upon which vendors can be evaluated or just a best practice? Is it the contractor's role to involve the Alliant PMO if the OCO is "not available"?
P. 68	G.12	The second paragraph states, "If one or more of the Contractors cannot agree to the proposed IT Service LCAT matching to the DOL/SOC or the Master Contract, the proposed IT Service LCAT determination will be unilaterally made by the GSA GWAC Program to classify the proposed IT Service LCAT to the DOL SOC and the Master Contract." Can GSA provide industry the rationale for this? GSA should provide the public an outline of how the Standard IT Service LCAT cross-walk will be referenced and utilized during contract performance; specifically task order bidding, delivery, and invoicing. We encourage GSA to establish a flexible Standard IT Service LCAT cross-walk that is not binding, limiting, or otherwise restrictive of how Company Labor Titles can be bid or delivered under Alliant 2 Task Orders. GSA should also restrict access for the Standard IT Service LCAT Cross-walk to government customers only, as much of this information is proprietary and sensitive.
P. 73	Invoice Submission G.18	"The Contractor shall attach copies of the invoices into CPRM for Direct Acquisition Orders." GSA should clarify this section. Specifically, does this requirement mean that invoices should be scanned and attached or that the information from the invoices should be entered into CPRM? GSA should note, that requiring contractors to attach invoices within the system would require significant effort and resources and could unnecessarily increase costs.
P. 73	G.18	This section establishes a requirement for monthly invoice reporting and CAF submission. The current Alliant requirement is quarterly, as is the requirement for reporting and payment for other GSA contracts. Since other GSA programs are currently reported quarterly, this establishes a different cadence for Alliant 2, which may be more costly for industry to manage. We recommend that GSA establish the same reporting and CAF payment for OASIS, Alliant/Alliant 2 and HCaTS. From industry's perspective, it seems practical to have the reporting requirements and the CAF process be consistent for all. This is one step that can reduce contract administration costs for industry.
P. 75	CPARS G.19	Section G.19 asks the contractor to take on the task of monitoring Contractor Performance Assessments in the PPIRS system and either notifying the OCO or the GWAC Program of omissions. While this practice is widely accepted, ownership of these reports typically belongs to the government. This section also requires the contractor to notify GSA within 30 days of receipt of a Marginal/Unsatisfactory rating or adverse comment in FAPIIS. Contractors understandably take these ratings seriously and work to effectively communicate with the OCO to resolve outstanding issues. The Coalition believes that while this is certainly a best practice, GSA should reconsider its decision to implement this as a contractual requirement/deliverable.
P. 75	G.20.1	This section requests that vendors report all protests to the GSA Alliant 2 PMO with specific info. This requirement demands an additional compliance effort. As mentioned earlier, this request viewed in the context of a significant number of new reporting requirements, will add to industry's compliance and reporting burden and inefficiently drive up costs for the government.

P. 76	G.20.2	Regarding GWAC Transactional Data, the government intends to collect transactional data hourly labor rates and post this information to the Prices Paid Portal, available to the Ordering Contracting Officers and agency program staff through a separate secure government portal. Given the number of recent federal information cybersecurity breaches, the level of security for the “separate portal” is important to contractors. In the interest of transparency, GSA should address the cybersecurity of the portal and provide this information to vendors. It is our understanding that GSA will migrate this information to the Common Acquisition Platform Hallways, which could potentially be available to competing vendors in the future. Can GSA provide contractors more info on how this information will be displayed? Specifically, will prices be displayed as an aggregate rate by Alliant 2 labor categories or as individual prices by contract holder?
P. 77	G.21 f.	Paragraph f. indicates that the GWAC Program may elect to bill and collect the CAF directly from the Client. The Coalition encourages GSA to consider this methodology for all orders that are issued and administered by GSA, as GSA is already collecting assisted services fees. GSA should note that NIH’s GWAC program for CIO-SP3 functions this way and contractors are not involved in CAF collection for those orders.
P. 84	Environmental G.25	The reporting requirements outlined in this section are new additional reporting requirements for industry to comply with. The inclusion of these requirements in the RFP will increase costs for customer agencies. The Coalition recommends that GSA revamp this section to reduce the reporting burden on industry.
P. 104	Participation H.19.1.3	Concerning this section, bid decisions are made based on the type of work and the client requesting it. The Coalition believes that opportunities on Alliant 2 in the first contract year may not fit a company's bid profile, particularly since business volumes are often low in the early days of a contract vehicle. Members request that GSA not evaluate the first contract year for participation (or, by extension, for production).
P. 112	Contract Remedies H.20.4	This section states that contract remedies will be invoked for an Acceptable Quality Level (AQL) rating of Unsatisfactory or Marginal for any single contract year of performance. However, since it is possible for a contractor to be Marginal in a Performing Status, the Coalition recommends that GSA clarify the wording to indicate a rating of “Unsatisfactory or Marginal in a Nonperforming status”?
P. 178-179	L.5.1.5.1 and Attachment J.P-8	Clause L.5.1.5.1 outlines the process for claiming relevant experience from an existing or previous Joint Venture (JV) or Partnership. However, in order to claim the experience, the Alliant 2 Offeror (a member company of the JV) must certify that they were the only member company that performed on that project. The Coalition encourages GSA to reconsider this position. In the contracting world, there exists JVs in which one company performs 98 percent of an effort with the other company performing just 2 percent. The current language in the A2 Draft RFP would bar the contractor performing 98 percent of the work from utilizing their relevant experience. Moreover, there is no requirement for other relevant experience that a Prime must perform 100 percent of the effort. The Coalition recommends that GSA consider requiring an Alliant 2 Offeror, as the member company of a JV, to perform at least 75% of the effort.
P. 222	Past Performance M.5.2.1	Regarding this section, CPAR reports contain up to 6 descriptive ratings and an overall recommendation of "would" or "would not" award. Neither the CPAR System nor the Alliant 2 Draft RFP contain a way to average or compile these individual

		ratings into a single "overall PSC Project performance rating" as indicated. Can GSA provide instructions on how to determine if the overall PSC project performance rating is either Satisfactory and above or Marginal or below?
P. 255	PBA Ratings J-5.A	This section states, "should an Unsatisfactory be issued for any single contract year...it will result in a permanent and final rating of Unsatisfactory for contract performance on the Master Contract." Given that a contractor might not decide to bid during the first year of the contract, a company will be considered to be non-performing on a 5 year base contract within the first 12 months. We recommend that GSA establish a longer window of time at contract start to allow for the submission of responsible, high-quality bids. Alternatively, the participation requirement should be deleted in its entirety.

Regards,



Roger Waldron
President