

L.5.1.1 Standard Form (SF) 33 and SF-30 for Amendments

“Offeror” means the official legal offering entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award. These documents will be completed in the Symphony application.

An Offeror must ensure that only one proposal is submitted in response to this solicitation. Offerors shall not submit multiple offers under their own entity, an affiliated entity, or via an offer in which they are participating through a Contractor Teaming Arrangement (CTA). The one proposal offered must represent the sole response from the Offeror and all of its affiliated entities (either as a singular Offeror or CTA member). Submission of more than one proposal from any Offeror or affiliate will require the Highest-Level Parent Company, or if a CTA the managing shareholder, to select one proposal for submission and withdraw all other proposals. A Highest-Level Parent Company is defined as the ultimate controlling company within a corporate structure.

Using the SF33 Form, Solicitation, Offer and Award, posted as page 1 of the solicitation on SAM.gov, the Offeror shall fill out blocks 12 through 18, when applicable.

- (a) The Government requires a minimum acceptance period of not less than 365 calendar days. The Offeror shall complete Block 12 of the SF-33 submitted with full cognizance of the minimum acceptance period of 365 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. Your offer may only specify a longer acceptance period than the Government's minimum requirement.
- (b) If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF-33 or complete Blocks 8 and 15 of the SF-30 for each amendment. **NOTICE:** Offeror may acknowledge up to four official amendments on the SF-33 form. However, if exceeding four amendments the Offeror must submit a signed SF-30 for each amendment above four. It is also acceptable for the Offeror to sign any and all SF-30 Amendments issued via Block 14 on the SF-33.
- (c) The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at (<https://www.SAM.gov>), including the corresponding CAGE Code Number. (**NOTE:** the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).
- (d) The Name, Title, Signature and Date identified in Block 16, 17, 18, must be signed by an authorized representative with authority to commit the Offeror to contractual obligations.

Note: Section L.5.1.2 and L.5.1.3 are not included in this draft section release.

L.5.1.4 Existing Joint Venture, if Applicable

An Offeror may submit a proposal under an existing Contractor Team Arrangement or Joint Venture only if the existing Joint Venture has a corresponding Unique Entity Identification (UEI) Number in (<https://www.SAM.gov>) and all the proposal submission documents are in the name of the existing Joint Venture or the individual members of the Joint Venture. **Section L.5** proposal documents must have been performed by the existing Joint Venture or the individual

members in the Joint Venture. Joint Ventures without a corresponding UEI Number in (<https://www.SAM.gov>) will not be evaluated or considered for award. To receive Organizational Risk Assessment (**Section L.5.6**) credit, an Offeror submitting a proposal under an existing Contractor Team Arrangement as a Joint Venture must demonstrate experience and performance on all relevant experience and Emerging Technology projects as a Joint Venture, or all members of the Joint Venture performing together exclusively, as outlined in the proposal submission requirements under **Section L.5**.

“Contractor Team Arrangement” (CTA) pursuant to FAR 9.601(1) means an arrangement in which two or more companies form a Joint Venture to act as a potential Prime Contractor. This is the only type of CTA that will be considered as an eligible contractor on the Alliant 3 GWAC to the exclusion of all other CTA types that are defined in the FAR, FAR agency supplemental regulations, agency desk guides, or any other form of federal acquisition policy.

For example, the following CTAs are not allowable and will not be considered for Other Than Small Business Offerors:

- (a) FAR 9.601(2) - This CTA is formed when a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government Contract or acquisition program. This type of CTA is unallowable because a Prime Contractor’s relationship with a subcontractor does not meet the legal definition of a Joint Venture.
- (b) General Services Administration (GSA) Federal Supply Schedule (FSS) CTAs - CTAs where an established arrangement between two or more Prime Contractors that have worked together to meet agency requirements who develop a written CTA agreement between team members detailing the responsibilities of each team member that formed the CTA to perform on GSA Schedules. Because the GSA does not permit the legal relationship of GSA Schedule contractors under a CTA to create a joint venture with a separate and distinct UEI or a separate subsidiary, this type of CTA cannot be considered as an existing or established Joint Venture. Therefore, this type of CTA is unallowable as a potential contractor on the Alliant 3 GWAC.

For the purposes of submitting an Offer under this solicitation, an existing CTA as defined in FAR 9.601(1) is allowable, with the exception of partnership agreements, in accordance with the following paragraphs. Partnerships Agreements or Partnerships are not considered a CTA since they do not have an established UEI Number or single legal entity for the Government to establish privity with a single source, and therefore is not allowed as an Offeror.

Any Prime/Subcontractor CTA as defined in FAR 9.601(2) is not allowable and will be rejected for any Offeror who is an Other Than Small Business Concern.

Other Than Small Business who are an existing Joint Venture may submit a proposal under this solicitation subject to the following conditions:

- (a) The Joint Venture itself and all members of the Joint Venture must be registered in SAM.gov and have a corresponding UEI Number.
- (b) The Joint Venture fills out and submits the Representations and Certifications in **Section K**. Each member of the Joint Venture must also submit their individual Representations and Certifications in **Section K**.

- (c) Relevant experience projects may be in the name of the Joint Venture or in the name of an individual member of the Joint Venture.
- (d) Past performance examples may be in the name of the Joint Venture or in the name of an individual member of the Joint Venture.
- (e) Offerors submitting as a Joint Venture must provide evidence of a system, certification, or clearance being in the name of the Joint Venture or in the name of an individual member of the Joint Venture. If a certification is in the name of a Parent Company, the certification must list the legal entity of the Offeror or its Joint Venture member(s). For certifications with varying levels (e.g., CMMI Levels 2 and 3), scoring will be awarded to the highest level that is in the name of the Joint Venture or an individual member of the Joint Venture.
- (f) For a Joint Venture prime that does not possess a capability (system, certification, clearance) under their entity name, the Offeror(s) must detail how it intends to leverage the Joint Venture member's individual capability effectively in the performance of Task Orders. This description must outline the roles, responsibilities, and contributions of each SBJV member in relation to their systems, certifications, and clearances as listed in ***Section L.5.4.***
- (g) For a populated Joint Venture, financial responsibility documents must be submitted for the Joint Venture itself. For unpopulated Joint Venture, financial responsibility documents required must be submitted for each individual member of the Joint Venture.
- (h) The Offeror must submit a complete copy of the Joint Venture agreement and articles of incorporation that established the CTA relationship, disclosing the legal identity of each team member of the Joint Venture, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the existing Joint Venture must:
 - (1) Designates the managing member, if any, of the Joint Venture, and the employee who is the project manager responsible for performance of the Alliant 3 Unrestricted Master Contract. The Government requests that the project manager be the primary point of contact with the Government empowered to conduct all business related to this acquisition.
 - (2) Clearly identifies the entities which make up the Joint Venture, including disclosure of the primary point of contact and UEI Number for each of the members.
 - (3) Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under the Master Contract.
 - (4) Obligates all parties of the Joint Venture as jointly and severally liable to ensure performance of the Alliant 3 Unrestricted Master Contract despite the withdrawal of any member.
 - (5) Requires the final original records be retained by the managing member or identified Joint Venture member upon completion of the Alliant 3 Unrestricted Master Contract.
 - (6) Signature by a Corporate Officer/Official for each member of the Joint Venture accepting all terms of the agreement.

Failure to provide the Government with the requested documentation establishing the CTA relationship will be considered a material nonconformity and will result in the Offer being rejected.

L.5.1.4.1 Claiming Relevant Experience from an Existing or Previous Joint Venture

Under certain conditions specified herein, an Offeror may use a contract or Task Order that was awarded to its existing or previous CTA as a Relevant Experience Project. This project shall count towards meeting minimum requirements and scored elements as prescribed in **Section L.5.2**. The Offeror shall use the A3 Contractor Teaming Arrangement Template (**Attachment J.P-1**) for each Relevant Experience Project that was performed under an existing or previous CTA. The CTA agreement shall be submitted as an addendum to **Attachment J.P-1**.

An Offeror may submit a Relevant Experience Project performed under an existing or previous CTA, as its own Relevant Experience Project, subject to all of the following conditions being met:

- (a) Only the portion of the work performed by the Offeror as a CTA member will be considered for the relevant experience project meeting the requirements and scoring elements of **L.5.2**.
- (b) The Offeror shall submit **Attachment J.P-1**, signed by a member of the CTA other than the Offeror.
- (c) The Offeror shall submit a complete copy of the CTA agreement that establishes the CTA relationship, disclosing the legal identity of each team member of the Joint Venture.
- (d) The Offeror's performance on the contract, Task Order or purchase order meets the minimum requirements of a Relevant Experience Project as prescribed in **Section L.5.2**.

NOTE: Failure to meet any of the criteria outlined above may result in the proposal receiving no credit for the proposed relevant experience.

Table 26 - Alternate to Section L.5.1.4

<p style="text-align: center;">ALTERNATE SECTION L.5.1.4-Alt Exclusive to Small Business Concerns SMALL BUSINESS CONTRACTOR TEAMING ARRANGEMENTS (CTA) ^^^ IF APPLICABLE ^^^</p>
<p>This alternate "L" subsection, which is only applicable to Small Business CTAs, is created pursuant with the <i>National Defense Authorization Act for Fiscal Year 2016, SEC. 867. JOINT VENTURING AND TEAMING</i>.</p> <p>NOTICE: THIS ALTERNATE L.5.1.4-Alt SECTION IS NOT APPLICABLE TO CTA OTHER-THAN-SMALL BUSINESS CONCERNS.</p>

L.5.1.4-Alt. Small Business Contractor Teaming Arrangements, If Applicable

A Small Business Contractor Teaming Arrangement (SBCTA) means an arrangement in which any of the following applies:

- (a) Small Business Joint Venture (SBJV) Offeror- Two or more small business contractors form a joint venture to act as a potential prime contractor with a corresponding UEI Number in (<https://www.SAM.gov>).
- (b) Small Business with Subcontractor(s) (SBSubK) Offeror- A potential small business prime contractor agrees with one or more other small business contractors to have them act as its subcontractors under the resulting Master Contract.
- (c) Small Business Mentor-Protégé (SBMP) Offeror- Two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii). Further, it is mandated that any Offeror proposing as a mentor in a mentor-protégé relationship under the Alliant 3 solicitation must choose to participate exclusively either as a mentor or in a non-mentor capacity. Proposals that involve multiple Offerors from the same mentor under various SBMP CTAs will not be accepted. This requirement ensures clarity in *Participation* roles and adherence to the regulatory framework governing mentor-protégé arrangements.

NOTE: To receive Organizational Risk Assessment credit, an Offeror submitting a proposal under an existing SBCTA must demonstrate experience and performance on all relevant experience and Emerging Technology projects as a SBCTA performing together exclusively, as outlined in the proposal submission requirements under **Section L.5**.

L.5.1.4.1-Alt Small Business Joint Venture, If Applicable

Two or more small business contractors may form a joint venture, hereafter referred to as a Small Business Joint Venture (SBJV), to submit a proposal in response to this solicitation.

Offerors submitting as a SBJV may submit a proposal under this solicitation subject to the following conditions:

- (a) The SBJV itself and all members of the SBJV must be registered in SAM.gov and have a corresponding UEI Number.
- (b) The SBJV meets the definition of a Joint Venture (13 CFR 125.8).
- (c) A SBJV shall submit elements identified in **Section L.5** as follows:
 - (1) The SBJV must fill out and submit the Representations and Certifications in **Section K**. Each member of the SBJV must also submit their individual Representations and Certifications in **Section K**.
 - (2) Relevant experience projects may be in the name of the SBJV or in the name of an individual member of the SBJV.
 - (3) Past performance examples may be in the name of the SBJV or in the name of an individual member of the SBJV.
 - (4) Offerors submitting as a SBJV must provide evidence of the system, certification, or clearance being in the name of the SBJV or in the name of an

individual member of the SBJV. If a certification is in the name of a Parent Company, the certification must list the legal entity of the Offeror or its SBJV member(s). For certifications with varying levels (e.g., CMMI Levels 2 and 3), scoring will be awarded to the highest level that is in the name of the Joint Venture or an individual member of the SBJV.

- (5) For a SBJV prime that does not possess a capability (system, certification, clearance) under their entity name, the Offeror(s) must detail how it intends to leverage the SBJV member's individual capability effectively in the performance of Task Orders. This description must outline the roles, responsibilities, and contributions of each SBJV member in relation to their systems, certifications, and clearances as listed in **Section L.5.4**.
- (6) For populated SBJV, financial responsibility documents required must be submitted for the SBJV itself. For unpopulated SBJV, financial responsibility documents required must be submitted for each member of the SBJV.

The Offeror must submit a complete copy of the SBJV agreement that established the SBCTA relationship, disclosing the legal identity of each team member of the Joint Venture, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the existing SBJV must include the following information:

- (a) Sets forth the purpose of the SBJV.
- (b) The SBJV's corresponding UEI Number in (<https://www.SAM.gov>).
- (c) Designates the managing venturer of the SBJV, and an employee of the managing venturer as the project manager responsible for performance of the Alliant 3 Unrestricted Master Contract. The Government requests that the project manager be the primary point of contact with the Government empowered to conduct all business related to this acquisition.
- (d) Clearly identifies the entities which make up the SBJV, including disclosure of the primary point of contact and UEI Number for each of the members.
- (e) Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under the Master Contract.
- (f) Obligates all parties of the SBJV as jointly and severally liable to ensure performance of the Alliant 3 Unrestricted Master Contract despite the withdrawal of any member.
- (g) Addresses the circumstances and procedures for replacement of SBJV members, including the managing venturer, and whether or not the approval of the Government is required prior to replacing any members; the agreement should address that in order to replace members, including the managing venturer, Government approval is required.
- (h) Addresses the duration of the SBJV, including when it became effective, when it expires, and the basis for termination. The duration of the SBJV must include the complete Alliant 3 Unrestricted Master Contract Period of Performance.
- (i) Requires the final original records be retained by the managing venturer upon completion of the Alliant 3 Unrestricted Master Contract.
- (j) Signature by a Corporate Officer/Official for each member of the SBJV accepting all terms of the agreement.

Failure to provide the Government with the requested documentation establishing the Joint Venture will be considered a material nonconformity and will result in the Offer being rejected.

L.5.1.4.2-Alt. Small Business with Subcontractors, If Applicable

An Offeror may agree with one or more other companies to have them act as its subcontractors under a potential Alliant 3 Unrestricted Master Contract award.

Offerors submitting a proposal that includes proposed SBSUBK may submit a proposal under this solicitation subject to the following conditions:

- (a) The Offeror and all proposed subcontractors must be registered in SAM.GOV at (<https://www.SAM.gov>) and have a corresponding UEI Number.
- (b) The Offeror and all proposed subcontractors must represent as small businesses for NAICS 541512 within SAM.gov.
- (c) An Offeror with proposed subcontractors shall submit elements identified in **Section L.5** as follows:

The Offeror shall fill out and submit the Representations and Certifications in **Section K** for the Offeror and all of the SBSUBK members.

Pursuant to 13 CFR 125.2(g), Relevant experience projects may be in the name of the offeror or in the name of the proposed small business subcontractors when all of the following conditions apply:

- (a) All members of the SBSUBK CTA are identified as a small business concern under the size standard for NAICS code 541512 in SAM.gov.
- (b) The small business subcontractor will perform primary and vital requirements of a Task Order under the contract.
- (c) Relevant experience of OTSB subcontractors will not be scored.

Pursuant to 13 CFR 125.2(g), Past performance examples may be in the name of the offeror or in the name of the proposed small business subcontractor when all of the following conditions apply:

- (a) All members of the SBSUBK CTA are identified as a small business concern under the size standard for NAICS code 541512 in SAM.gov.
- (b) The small business subcontractor will perform primary and vital requirements of a Task Order under the contract.
- (c) Past performance of OTSB subcontractors will not be scored.

Offerors submitting as a SBSUBK must provide evidence of the system, certification, or clearance being either in the name of the SB prime or one of the SBSUBK small business members. This applies to all systems, certifications, and clearances within **Section L.5.4**. For certifications with varying levels (e.g., CMMI Levels 2 and 3), scoring will only be awarded for the highest level achieved by either the SB prime or one of its SBSUBK members. For a SBSUBK prime that does not possess a certification under their entity name, the Offeror(s) must detail how it intends to leverage the SBSUBK member's individual certifications effectively in the performance of Task

Orders. This description must outline the roles, responsibilities, and contributions of each SBSBSubK member in relation to their systems and certifications. If the certification is in the name of a Parent Company, the certification must list the legal entity of the Offeror or its SBSBSubK member(s).

Financial responsibility documents must be submitted for the Offeror and each proposed subcontractor.

The offer must submit a Subcontractor Agreement for each proposed subcontractor. The Government also has the right to accept those letters of commitment at face value. The information identified below is required for any Subcontractor Agreement. Each Subcontractor Agreement must include the following information:

- (a) A statement by the proposed subcontractor authorizing use of their relevant experience, systems, certifications, clearances and Past Performance provided to support the Offeror in performance of Alliant 3 Unrestricted Master Contract Task Orders.
- (b) A statement of understanding that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the Offeror in accordance with FAR 52.219-14(e)(1), if applicable.
- (c) Offering prime contractor's legal name and UEI number.
- (d) Proposed subcontractor's legal name and UEI number.
- (e) Name, phone number, and email address of the subcontractor's representative able to commit the subcontractor and validate the letter's content.
- (f) Signatures of a Corporate Officer/Official for both the Offeror and proposed subcontractor.

Identification of proposed subcontractors does not result in approval of them for any particular Task Order; rather it addresses this evaluation factor. Approval of subcontractors by an Ordering Contracting Officer will still be required on individual Task Orders.

L.5.1.4.3 -Alt Small Business Mentor-Protege CTAs, If Applicable

The mentor-protégé relationship is a formal arrangement sanctioned by various federal agencies to encourage and support small businesses (protégés) by pairing them with larger, more experienced businesses (mentors). This program is designed to help small businesses grow, enhance their capabilities, and increase their competitiveness in the federal marketplace.

It is imperative for mentor and protégé firms to formalize their collaboration through a written agreement which is beyond the commitment of a MRCL outlined in **Section L.5.1.5**. These formal arrangements are part of established federal programs aimed at enhancing the capabilities of small businesses through the support of experienced mentors. The SBMP Offeror must submit a complete copy of the approved Mentor-Protege Agreement that established the SBCTA relationship. The agreement must meet the requirements of FAR Clause 52.207-6 and 13 CFR § 125.9 and/or 13 CFR 125.10, as applicable. Additionally, the Mentor Protege Agreement must:

- (a) Specifically identify the business assistance to be provided and address how the assistance will help the protégé augment, supplement, or acquire needed capabilities to validate the self-score claimed and successfully perform at the Task Order Level.
 - (1) Business assistance may include technical and/or management assistance in the form of Past Performance, experience, business systems and certifications; financial assistance in the form of equity investments and/or loans; and/or

assistance in performing prime contracts with the Government through joint venture arrangements.

- (2) Identify which mentor's entities (parent or subsidiary) will provide assistance to the protégé.
- (b) Establish a single point of contact in the mentor concern who is responsible for managing and implementing the mentor-protégé agreement.
- (c) Provide that the mentor will provide such assistance to the protégé firm for at least one year.
- (d) A protégé must identify any other mentor-protégé relationship it has through another federal agency or SBA and provide a copy of each such mentor-protégé agreement.
- (e) The written agreement must be approved per 13 CFR § 125.9 and/or 13 CFR 125.10.
- (f) The agreement must provide that either the protégé or the mentor may terminate the agreement with 30 days advance notice to the other party to the mentor-protégé relationship.
- (g) The term of a mentor-protégé agreement may not exceed six years.
- (h) Any changes made to the agreement must be provided in writing.
- (i) If control of the mentor changes (through a stock sale or otherwise), the previously approved mentor-protégé relationship may continue provided that, after the change in control, the mentor provides the approved and acknowledged updated mentor-protégé agreement and certifies that it will continue to abide by its terms.
- (j) If applicable, when the mentor-protégé agreement is terminated the mentor-protégé joint venture is obligated to complete any previously awarded contracts unless the procuring agency issues a stop work order.

The mentor protégé agreement document must articulate a comprehensive assessment of the protégé's needs alongside a detailed strategy and timeline for the mentor's pledged support. This mentor-protégé agreement is separate and distinct from the business relationship as provided in ***Section L.5.1.5, Meaningful Relationship Commitment Letters, If Applicable.***

OTSB cannot submit multiple offers via multiple mentor-protégé relationships (such as Mentor-Protégé and Joint Ventures).

NOTE: Proposals that fail to meet any of the criteria outlined above will be deemed ineligible for award.

L.5.1.4.4-Alt. Claiming Small Business Prime Contractor Relevant Experience from an Existing or Previous Joint Venture (If Applicable)

Under certain conditions specified herein, a Small Business Offeror may use a contract or Task Order that was awarded to its existing or previous CTA as a Relevant Experience Project. This project shall count towards meeting minimum requirements and scored elements as prescribed in ***Section L.5.2.*** The Offeror shall use ***Attachment J.P-1*** for each Relevant Experience Project that was performed under an existing or previous CTA. The CTA agreement shall be submitted as an addendum to ***Attachment J.P-1.***

An Offeror may submit a Relevant Experience Project performed under an existing or previous CTA, as its own Relevant Experience Project, subject to all the following conditions being met:

- (a) Only the portion of the work performed by the Offeror as a CTA member will be considered for the relevant experience project meeting the requirements and scoring elements of **L.5.2**.
- (b) The Offeror shall submit **Attachment J.P-1**, signed by a member of the CTA other than the Offeror.
- (c) The Offeror shall submit a complete copy of the CTA agreement that establishes the CTA relationship, disclosing the legal identity of each team member of the Joint Venture.
- (d) The Offeror's performance on the contract, Task Order or purchase order meets the minimum requirements of a Relevant Experience Project as prescribed in **Section L.5.2**.

NOTE: Failure to meet any of the criteria outlined above may result in the proposal receiving no credit for the proposed relevant experience.

(End of Alternate Section L.5.1.4-Alt)

L.5.1.5 Meaningful Relationship Commitment Letters, If Applicable

Meaningful Relationship Commitment Letter (MRCL) may be applied to a CTA or SBCTA. For the purpose of this section SBCTA will be referred to as a CTA.

Within a corporate structure, an Offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. An Offeror, including an individual CTA member, is not allowed to use a Holding Company for a Meaningful Relationship.

“Parent Company” is a business entity that engages in operational control of a company, and either owns at least half of the total shares of that owned company or controls the composition of the board of directors.

“Affiliates” are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

“Division” is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

“Holding Company” is a business entity that owns a financial and non-operational interest in a controlling portion of the total shares, but does not engage in operational control of either the company or the composition of its board of directors.

GSA will allow an Offeror to take credit for evaluation elements involving relevant experience, Past Performance, system(s), certification(s), and facility clearances from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful and operational relationship with the Offeror or CTA member(s). If an Offeror intends to claim credit for the system(s) and certification(s) and/or facility clearance of a Parent Company, Affiliate, Division, and/or Subsidiary, the MRCL must describe the details of how the Offeror will access and apply

their meaningful relationship capabilities to perform on Task Orders issued under the Master Contract.

Meaningful Relationships committed in the Offeror's proposal to be used for evaluation purposes shall be incorporated to the Master Contract. However, Ordering Contracting Officers have the discretion to accept or reject the meaningful relationship for any resulting Task Order procurement(s) during the term of the Master Contract.

For the purposes of the Alliant 3 GWAC, a "meaningful relationship" exists within a corporate structure when at least one of the following conditions exists:

- (a) An entity is a wholly owned subsidiary of a Parent Company.
- (b) An entity is a parent of a wholly owned subsidiary.
- (c) An entity operates under a single internal operational unit.
- (d) An entity operates under a consolidated accounting system.
- (e) An entity operates under a consolidated purchasing system.
- (f) An entity operates under a consolidated EVMS EIA Standard-748.
- (g) An entity operates under a consolidated Estimating System.
- (h) An entity operates under a consolidated Capability Maturity Model Integration (CMMI).
- (i) An entity operates under a consolidated ISO 9001 certification.
- (j) An entity operates under a consolidated ISO 20000 certification.
- (k) An entity operates under a consolidated ISO/IEC 27001:2013 or ISO/IEC 27001:2002 certification.
- (l) An entity operates under a consolidated human resources or personnel system.
- (m) An entity operates under common policy and corporate guidelines.

When an Offeror is sharing resources from other entities by way of a meaningful relationship within a corporate structure, only one proposal from any member of that corporate structure may be submitted. Submission of more than one proposal from any member of the same corporate structure will require the Parent Company to select one proposal for submission and withdraw all other proposals. For each meaningful relationship identified for Alliant 3 GWAC proposal elements, the Offeror must provide a Meaningful Relationship Commitment Letter that includes the following:

- (a) Clear and legal identification of the meaningful relationship between the Offeror and entity identified.
- (b) A statement of commitment as to the performance and utilization of the identified entity's resources on Alliant 3 GWAC Task Orders.
- (c) Operating structure between the entities, to include internal organizational reporting lines and management chains for "lines of business" that operate across the formal corporate subsidiaries.
- (d) Each applicable proposal element with a Meaningful Relationship from those listed in the Proposal Format Table in **Section L.4.1** must be clearly and specifically identified.
- (e) Commitment Signatures of a Corporate Officer/Official for both the Offeror and Meaningful Relationship Entity.

- (f) An explanation detailing how the Offeror will access each Meaningful Relationship entity's capabilities. At a minimum, MRCL explanations must describe all of the following:
- (1) The assets, facilities, services, personnel, subcontracts, permits, licenses, etc., that the Meaningful Relationship entity will provide to the Offeror for use in performing Task Orders under the Master Contract.
 - (2) The procedures necessary for the Meaningful Relationship entity to make the assets, facilities, services, personnel, subcontracts, permits, licenses, etc. available for use of the Offeror in performing Task Orders under the Master Contract.
 - (3) The agreements (contract, subcontract, inter-corporation, governmental, or other) required for the Offeror to utilize, or the Meaningful Relationship entity to make available, those identified assets, services, facilities, subcontracts, permits, licenses, etc.
 - (4) The method and means by which the Offeror and Meaningful Relationship entity will comply with domestic and international requirements and obligations concerning employment law, taxation, business registrations, use of copyright and licenses, immigration, import/export, ITAR/EAR and any other laws or regulations applicable to operations between the Offeror and Meaningful Relationship entity, and conduct business in a multiple language environment.
 - (5) A list and description of the projects the Offeror has previously performed with the Meaningful Relationship entity.

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity, as the Offeror, may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above.

For example, if ABC Inc. is the official legal offering entity and ABC Inc. is taking credit for their subsidiary, Best R&D L.L.C.'s DCMA approved "Purchasing System"; ABC Inc. must show how Alliant 3 GWAC Task Orders will be processed through Best R&D L.L.C.'s Purchasing System. Furthermore, ABC Inc. must submit a "commitment letter", between ABC Inc. and Best R&D L.L.C. that they will, in fact, process ABC Inc.'s Alliant 3 GWAC Task Orders through Best R&D L.L.C.'s Purchasing System. This example applies to all the proposal submission documents that involve resources and capabilities from other than the official legal offering entity.

Meaningful Relationship Commitment Letters (MRCLs) are contractual promises that will be incorporated by reference or attached into any resulting Alliant 3 Base Contract.

Attention Small Business Concern Offerors: This solicitation encourages the strategic use of CTAs and/or MRCLs to enhance offeror's competitiveness and capabilities. However, all aspects of such arrangements, including CTAs and MRCLs, must comply with the applicable regulations per 13 CFR Part 121. These regulations govern size standards and the performance of work requirements related to small business concerns. It is the responsibility of each offeror to ensure that their CTAs and MRCLs fully comply with these regulations.

The Agency will evaluate proposals according to the SBA's size determination. Should an SBA size determination result in a finding that the offeror is not a small business concern, the proposal

will be evaluated as an OTSB, and all OTSB proposal requirements are applicable. In the event the SBA finds the Offeror is an OTSB, no small business proposal requirements or evaluation advantages will be applicable. Offerors are encouraged to review these regulations carefully and structure their teaming arrangements accordingly.