# Detailed ProTech Task Order Procedures

**All ProTech Task Orders (TOs) for services shall be issued on a competitive basis, unless a fair opportunity exception justiﬁcation is approved by the Task Order Contracting Ofﬁcer (TO CO). The TO request, proposal preparation, evaluation and award process are described below.**

The procedures in FAR Part 15.3 (Source Selection) do not apply to the ProTech IDIQ ordering process. In accordance with FAR 16.505, “The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures, including oral presentations.”

The TO solicitation and award process should be as streamlined as practical to reduce solicitation and proposal preparation costs and time for both the Government and Contractor, respectively.

**PURCHASE REQUISITION (PR) PACKAGE**

The Requiring Activity prepares the PR Package. A TO proposal request shall be provided to the ProTech contract holders in the associated predominant Domain based on the competition approach determined by the TO CO, including a description of work to be performed and the basis upon which the selection will be made. At a minimum, the PR Package should contain the following:

* Acquisition Plan (AP) or Milestone AP
* Determination of Non-Inherently Governmental Functions (IGF) for Services IAW FAR 7.5 (>150K)
* Statement of Work, Performance Work Statement or Statement of Objectives - The Requiring Activity may select from three types of work statements, depending on their speciﬁc requirements. However, performance-based orders must be used to the maximum extent possible, as required by FAR 37.102. Optional use samples of templates/forms are provided on the [ProTech](http://www.imsolutionsllc.com/xhtml/pro/index.html) website. These include [Additional Guidance on Performance-Based Service Acquisition (PBSA](#_Additional_Guidance_on)), a [Sample Format for a Statement of Work (SOW)](#_Appendix_H_–), a [Sample Format for a Performance Work Statement (PWS)](#_Sample_Format_for), a [Sample Quality Assurance Surveillance Plan (QASP)](#_Sample_Quality_Assurance), and a [Sample Statement of Objectives (SOO)](#_Sample_Statement_of).
* Funding document – ProTech TOs are funded by the Requiring Activity. Individual Task Order Contracting Ofﬁcers (TO COs) should provide speciﬁc instructions as to the format and content.

Independent Government Cost Estimate - The Independent Government Cost Estimate (IGCE) should be developed by the Requiring Activities and submitted to the TO CO as part of the PR Package and will assist the TO CO in determining the reasonableness of a contractor’s cost and technical proposals. The IGCE is for GOVERNMENT USE ONLY and should not be made available to ProTech contract holders. IGCE templates can be found at [ProTech Website](http://www.imsolutionsllc.com/xhtml/pro/resource-templates.html) under the Purchase Request templates.

* Proposal Evaluation Plan - The TO CO, in conjunction with the Requiring Activity, develops the evaluation criteria and associated weights that form the basis for TO award. An optional use recommended [Sample ProTech Proposal Evaluation Plan](http://www.imsolutionsllc.com/xhtml/pro/docs/Proposal_Submission_Instructions-051017.docx) is provided on the ProTech website.
* Fair opportunity exception, if applicable - (See ProTech Website at <http://www.imsolutionsllc.com/xhtml/pro/index.html>)
	+ Justiﬁcation for work statement that is not performance-based.

FAR 37.102 has established the policy to use the Performance Based Service Acquisition (PBSA) approach, to the maximum extent practicable, for ALL services, including those acquired under supply contracts. Services exempted from this policy are: architect-engineer, construction, utility and services that are incidental to supply purchases. Use of any other approach must be justiﬁed to the TO CO. This justiﬁcation to not use PBSA should be addressed in the acquisition plan. However, if there is no acquisition plan, then the TO CO should include within the TO ﬁao a short paragraph describing why PBSA is not being used. See [Additional Guidance on Performance-Based Service Acquisition](http://www.imsolutionsllc.com/xhtml/pro/docs/Additional_Guidance_on_PBSA-05102017-DEV.docx), for additional information.

* Contract Clauses **-** The clauses set forth in the IDIQ contract flow down to task orders unless otherwise specified by regulation.

However, the TO CO must identify any optional provisions/clauses that apply. For optional provisions/clauses, the TO CO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

Note that task orders under the IDIQ contracts awarded may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees and/or FAR 52.237-10, Identification of Uncompensated Overtime. TO COs shall review the prescription in the FAR to determine if these provisions are required.

* CLIN structure - The TO CO must establish an appropriate CLIN structure and identify the applicable contract type for all CLINs in each task order.
	+ Task Order-unique DD Form 254 (only if security requirements exceed the base IDIQ contract DD Form 254).

**PROPOSAL PREPARATION REQUEST**

The TO CO will electronically solicit each TO requirement, either utilizing the traditional process or multiphase process (See Sections 3.4.1 and 3.4.2), to all contractor holders within a particular Domain, unless a fair opportunity exception applies. The steps involved in this process include:

* The TO CO releases the proposal request (either traditional or multiphased) to ProTech contract holders via e-mail, and requests that the contract holders submit their responses electronically via e-mail. Each contractor has provided the ProTech IDIQ CO with one or two e-mail addresses for the receipt of these announcements.
* The ProTech PMO should also be included on the e-mail by including them on the “cc” line of the e-mail.
* The “sent” message will serve as the ofﬁcial copy of the release of the proposal request.
* E-mail return receipts must also be requested when the proposal request is released.
* The TO CO is responsible for verifying that return receipts have been received from all solicited ProTech contract holders.
	+ If a return receipt is not received within 24 hours, the TO CO is responsible for contacting the program manager of the contract holders to ensure that the request has been received and take corrective action, if necessary.

The proposal request will include, at a minimum, the following information:

* Date of announcement;
* Requiring Activity Name and POCs;
* SOO, SOW or PWS;
* Anticipated ordering process: traditional or multiphase;
* Anticipated contract type and certiﬁed cost or pricing data (if necessary);
* Incumbent contractor, if any;
* Contracting organization point of contact: name, phone number, and fax (TO CO and contract specialist);
* E-mail address/mailing address or fax number;
* Proposal due date;
* Instructions for submission of a technical and cost/price proposal; and
* Criteria/basis for award.

A submission date, based on the size, scope and complexity of the TO, will be established for receipt of proposals.

The contract holders are required to submit a proposal upon request of the TO CO. If a contract holder chooses to not bid on the TO, the contract holder shall submit a “no bid” reply in response to the proposal request. All “no bids” shall include a brief statement as to why the contractor is choosing not to bid, e.g., conﬂict of interest.

**TECHNICAL AND COST/PRICE PROPOSAL SUBMISSION**

Technical Proposals. The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be streamlined and succinct to the extent practical, based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conﬂict of interest issues. Responses will not be a proposal as deﬁned in FAR Part 15, but only sufﬁcient information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. Both oral and written technical proposals shall address, at a minimum:

1. Technical/management approach;
2. Key personnel assigned;
3. Quantities/hours of personnel by labor categories;
4. Other direct costs (ODCs) (materials and supplies, travel, training, etc.);
5. Risks and risk management plan;
6. Period of performance;
7. Government-furnished equipment (GFE)/Government- furnished information (GFI);
8. Security (including clearance level);
9. Teaming arrangement (including subcontracting) if applicable; and
10. Other pertinent data, e.g., potential conﬂict of interest issues.

**COST/PRICE PROPOSALS**

If the TO process is multiphased, the contract holders will be required to submit a preliminary estimate or not-to-exceed estimate in Phase 1 and a written complete cost proposal shall be required in Phase 2. In the case of a traditional Task Order process, a written cost proposal shall always be required as part of the contract holders’ initial proposal submission. This part of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, i.e., labor hours, rates, travel, incidental equipment, etc. When competing for TO awards under the fair opportunity process, the contract holder is permitted to propose labor rates that are lower than those originally proposed and established in the IDIQ Base Contract in Section B CLIN Rate Tables. The contract holder shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed for realism to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective TO and will not change the ﬁ th rates in the IDIQ Base Contract Section B CLIN Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below.

1. Firm ﬁxed-price (FFP) and time-and-materials (T&M). The proposal shall identify labor categories in accordance with the IDIQ Base Contract Section B CLIN Rate Tables, and the number of hours required for performance of the task. ProTech contract holders may provide separate and/or blended loaded hourly labor rates at the task order level for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30, and/or 52.216-31. The TO CO shall identify which provision(s) is applicable in the task order solicitation. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE and/or GFI required for TO performance. If travel is speciﬁed in the TO SOW/PWS, air fare and/or local mileage, per diem rates by total days, number of trips, and number of contractor employees traveling shall be included in the cost proposal. Prior to incurring any long distance travel expenses, the contract holder shall obtain written approval from the TO’s Contracting Ofﬁcer’s Representative (COR) of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.
2. Cost reimbursement. Both sanitized and unsanitized cost proposals will be required for cost-reimbursement type TOs only. Unsanitized cost proposals are complete cost proposals which include all required information. Sanitized cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unless otherwise noted, unsanitized proposals will only be provided to the TO CO, while sanitized proposals will be provided to the TO COR. Cost/price proposals shall include, as a minimum, a complete work breakdown structure, which coincides with the detailed technical approach; and provide proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost reimbursement proposals shall be submitted in accordance with FAR Part 52.215-20 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.
3. Other relevant information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The contract holder shall assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

The IDIQ contract provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The TO CO has the authority and responsibility to determine cost or price reasonableness for task order requirements.

The labor rates contained in the IDIQ contract are ceiling rates. They are not applicable to cost-reimbursement task orders. Competition at the task order level is expected to establish fair and reasonable pricing for task orders placed for all contact types. For those relatively rare instances when competition does not exist, these ceiling rates will be available for the TO CO to consider and use. The TO CO has the flexibility to exceed these rates, but is cautioned only to do so when justified, such as for requirements requiring special security clearance, sea days, hazard pay, work to be performed outside the contiguous United States (OCONUS), or other extraordinary circumstances.

**TASK ORDER TYPES**

Under ProTech, the TO COs may negotiate several types of TOs which differ in the degree of risk assumed by the contractor for the costs of performance and in the proﬁt incentives offered. The task types are grouped into four broad categories: ﬁ t ﬁxed-price (FFP), cost-reimbursement (CR), time-and-materials (T&M) and labor hour (L/H), and incentive contracts.

* Firm Fixed-Price - A FFP TO provides for a price that is not subject to any adjustment. It places a signiﬁcant risk upon the contractor and full responsibility for all costs resulting in a proﬁt or loss. It also provides the maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of reasonably deﬁnite functional or detailed speciﬁcations, when performance uncertainties can be identiﬁed and reasonable estimates of their cost impact can be made and the contractor is willing to accept a ﬁrm ﬁxed-price representing assumption of the risks involved.
* Cost Reimbursement - A CR TO may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufﬁcient accuracy and the ﬁxed labor rates in the contract cannot apply. These TOs establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the TO CO. A CR TO type may be used only after it is veriﬁed that this type is likely to be less costly than any other type; or it is impractical to obtain services of the kind or quality required without the use of this TO type. The TO CO should note that the cost or pricing data requirement of FAR Part 15.4 may apply.
* Time-and-Materials and Labor Hours – A T&M or L/H TO may be used only when it is not possible, at the time of placing the order, to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of conﬁdence. This TO type provides no positive proﬁt incentive to the contractor for cost control or labor efﬁciency. Accordingly, appropriate Government surveillance of contractor performance is required to provide reasonable assurance that efﬁcient methods and effective cost controls are being used. A T&M or L/H TO type may only be used after the TO CO executes a D&F that no other type is suitable.
* Incentive Contracts – An Incentive TO is appropriate when a FFP TO is not, and the required supplies or services can be acquired at lower costs, with improved delivery or technical performance, by relating the amount of proﬁt or fee payable to the contractor’s performance. Incentive TOs are designed to obtain speciﬁc acquisition objectives by establishing reasonable and attainable targets that are clearly communicated to the contractor; and including appropriate incentive arrangements designed to motivate contractor efforts that might not otherwise be emphasized; and discourage contractor inefﬁciency and waste. The two basic categories of incentive TOs are ﬁxed-price incentive (see 16.403 and 16.404) and CR incentive (see 16.405). Since it is usually to the Government’s advantage for the contractor to assume substantial cost responsibility and an appropriate share of the cost risk, ﬁapp-price incentive TOs are preferred when costs and performance requirements are reasonably certain. CR incentive TOs are subject to the overall limitations in 16.301 that apply to all cost-reimbursement contracts. Award-fee TOs are also a type of incentive TO.

**ADDING LABOR CATEGORIES BEYOND GOVERNMENT CONTRACTED LABOR CATEGORIES**

Some TOs may require services that do not correspond to the labor categories included in ProTech IDIQ contracts. Accordingly, if permitted by the TO solicitation, the contract holder may propose appropriate labor categories and labor rates necessary to meet the requirements of the solicitation despite their not being included in the IDIQ contract as awarded. If the additional labor categories are subject to the Service Contract Act, appropriate provisions and clauses shall be included with the TO.

To add labor categories beyond the Government labor categories, a request for contract modiﬁcation must be submitted by the ProTech Contract Holder to the ProTech IDIQ CO prior to submission of the TO proposal associated with the requested additional labor category(ies). The Contract Holder must also include the same request, with the information detailed below, in the TO proposal.

The Contract Holder’s request must include information demonstrating the insufﬁciency of the Government’s labor category, a description of the proposed labor category including the education and experience levels, proposed labor rates and a cross reference to other contracts that include the proposed labor categories. These requested additional labor categories, rates and descriptions will be negotiated on a case-by-case basis, and upon determination by the Government that they are fair and reasonable, will be incorporated by modiﬁcation into Section B of the contract by the ProTech IDIQ CO.

**EVALUATION AND AWARD**

The Government will evaluate the contract holder’s technical and cost proposal in accordance with the selection criteria. The Government’s award decision will be based, at a minimum, on compliance with Section 508 requirements of the Rehabilitation Act, and selection criteria which address past performance (relative to the ProTech Program performance), technical/management approach and cost. Among other sources, evaluation of past performance will be based on a database built from past performance assessments provided by TO CORs on individual TOs performed throughout the life of the contract. The TO CO has broad discretion on the use of source requests for past performance; however, when possible, it should be limited to easily attainable information (i.e., Government information systems such as PPIRS, FAPIIS, etc.) and past performance information of previous ProTech TOs.

In addition to past performance, technical/management approach and cost, individual TO selection criteria may include other factors relevant to the particular requirement. The order of importance for the factors will be identiﬁed in each individual request for proposal. If necessary, during the evaluation of proposals, the Government may contact a contract holder with questions concerning its proposal.

After the technical proposals have been received and evaluated, an authorized ofﬁcial from the Requiring Activity will document, sign and forward the results to the TO CO for review and approval. The TO CO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.

After completion of the evaluation, discussions, if any, and best value analysis, the TO CO, in coordination with the TO COR, shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2). At a minimum, it shall include:

* 1. A statement indicating whether announcement of the TO requirement was made to all contractors eligible for receiving an award for the task requirement, or if an exception to the a fair opportunity to be considered rule was cited (cite the exception);
	2. The selection criteria/methodology used to evaluate the competing contract holders;
	3. The results of the evaluation; and
	4. The rationale for the recommendation of the TO awardee, including a summary of any negotiations conducted, cost/price analysis and best value analysis.

The TO CO’s decision on each order shall be ﬁnal and shall not be subject to protest under FAR Subpart 33.1, except for a protest of an order valued in excess of $10 million or for a protest that an order increases the scope, period, or maximum value of the contract. The NOAA Ombudsman will review complaints from the contract holders and ensure that all contract holders are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract. The designated Ombudsman is identiﬁed in Part II of this Guide.

**QUICK-CLOSEOUT PROCEDURE**

The contract holder is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

* + 1. In accordance with FAR 42.708(a), the TO CO has the authority to negotiate settlement of indirect costs for a speciﬁc TO if it is physically complete; the amount of unsettled in-direct cost to be allocated to the TO is relatively insigniﬁcant; and agreement can be reached on a reasonable estimate of allocable dollars.
		2. In accordance with FAR 42.708(b), a determination of ﬁnal indirect costs under the quick-closeout procedures shall be ﬁnal for the TO it covers and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.
		3. Final invoices which result in a charge to the Government in excess of $250.00 or refunds to the Government in excess of $250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the contractor or refundable to the Government of less than $250.00 will not be processed.
		4. Submission of a ﬁnal “0-dollar invoice” is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modiﬁcation will be issued to close out the TO. Once the bilateral modiﬁcation is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.
		5. All TOs under this contract do not have to be closed in accordance with quick-closeout procedures. The TO CO and the contractor will evaluate complex TOs on a case-by-case basis for applicability of quick-closeout procedures.
		6. Modiﬁcations for quick-closeout will include the following statement: “The bilateral execution of this modiﬁcation releases the Government and [insert contractor name] from any further obligation.”