



National Oceanic and Atmospheric Administration (NOAA)



Professional and Technical (ProTech) Services Ordering Guide

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HOW TO USE THIS GUIDE

The Professional and Technical Services (ProTech) Ordering Guide (Guide) is intended to provide National Oceanic and Atmospheric Administration (NOAA) Line and Staff offices, other Department of Commerce (DOC) bureaus, and NOAA acquisition divisions with the information and procedures to effectively use the ProTech Program and portfolio of contracts to deliver best value services. It is divided into four Parts:

Part 1 General Information

Part 2 Roles and Responsibilities

Part 3 Ordering Process

Part 4 Contact Information

This Guide is not a stand-alone reference. It is recommended that the reader also become familiar with the ProTech contracts within specific Domains. This Guide may be revised and updated from time to time. Updates to this publication, when they occur, will be available on the ProTech website at www.protechservices.noaa.gov.

Additional information to assist ordering offices in using the ProTech Program is available online at the [ProTech website](#); this site includes links to the individual documents, such as copies of the basic contracts, a listing of contract holders, and other useful information. Questions concerning this Guide should be directed to a ProTech Program Management Office (PMO) identified in Part 4.

This Guide refers to orders and task orders interchangeably, both of which are defined by the definition of task order in Federal Acquisition Regulations (FAR) 2.101, where task order means "...an order for services placed against an established contract or with Government sources." Delivery orders as defined in FAR 2.101 are not within the scope of ProTech contracts.

The Guide is intended to be concise and user-friendly; therefore, it only contains the information necessary to use the ProTech contract vehicles for obtaining professional and technical services in support of mission requirements.

PART 1 GENERAL INFORMATION

1.1 BACKGROUND

The ProTech program is a strategic sourcing initiative that includes a suite of contracting vehicles, Indefinite Delivery, Indefinite Quantity (IDIQ) multiple award contracts, multiple award and single award Blanket Purchase Agreements (BPAs), and other contract types , specifically designed as the mandatory source for procuring professional and technical services for NOAA.

The overall objectives of the ProTech Program are to:

- Obtain high quality professional and technical services
- Develop an industrial base of partners
- Develop and maintain performance-based contracts
- Contribute to the overall NOAA mission

The ProTech Program is supported with a portfolio of contracts organized into five Domains: Satellite, Oceans, Fisheries, Weather, and Enterprise Operations. The Satellite, Oceans, Fisheries and Weather Domains each have its own solicitation and multiple award IDIQ contracts. The Enterprise Operations Domain requirements will be met by single and multiple award BPAs and other contracting vehicles.

The ProTech IDIQ multiple award contracts were awarded under Full and Open competition with reserves for small business. Services provided through the ProTech contracts cover both commercial and non-commercial areas.

1.2 PURPOSE

This Guide contains the information needed to properly use the multiple award contracts to award task orders responsive to Requiring Activities' requirements. This Guide also describes the steps for preparing a purchase requisition (PR) package, the roles and responsibilities for managing the ProTech task orders (TO), and guidance, oversight, review, and approval procedures. Overall responsibility for administration and management of the ProTech contract portfolio resides with the Domain contract-level contracting officer (CO).

1.3 PROTECH PROGRAM SCOPE

The portfolio of ProTech contracts provides a full range of professional, scientific, and technical expertise to meet the mission needs of NOAA. Review the contracts for a more complete understanding of the scope. As identified in individual TOs, contract holders shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services to provide the specific capabilities and deliver a solution for a particular requirement. The ProTech contracts have been awarded by Domain. TOs can only be competed among and awarded to contract

holders within the specific Domain under which they have been awarded a contract. All ProTech TOs must be within scope of the contracts.

Services not covered by the ProTech Domain scopes of work include the following:

- Inherently Governmental functions – see the prohibition at FAR subpart 7.503(a)
- Personal services as defined in FAR subpart 37.104(a)
- Architect & Engineering (A&E) Services subject to the Brooks Act and FAR Subpart 36.6 acquisition procedures
- Legal services
- Requirements where the primary objective is to obtain IT services as these will be provided under the NOAALink or successor program.

ProTech labor categories are considered bona fide executive and/or administrative professional labor and are exempt from the Service Contract Act (SCA). COs may order any labor typically found in the Department of Labor's Directory of Occupations for SCA labor necessary to deliver a total mission solution integrated across professional disciplines.

1.4 AUTHORIZED USERS

The ProTech portfolio of contracts is intended for use primarily by NOAA, although they may also be used by other DOC bureaus if the scope meets their requirements. The contracts are not Government-Wide Acquisition Contracts (GWACs) and cannot be used by other Federal agencies. Task Orders may be placed by any NOAA or DOC warranted CO, subject to the ordering limitations of their individual warrants and following completion of ProTech training requirements and receipt of a delegated ordering authority from the ProTech Branch Chief or Domain CO. Ordering using the ProTech contracts is decentralized to more effectively support the needs of NOAA Line and Staff Offices.

1.5 PRIME CONTRACTORS

ProTech contract holders are listed at www.protechservices.noaa.gov under each Domain. Additional information and links to each of the ProTech contract holder's home pages or portal can also be found using this link.

1.6 ORDERING PERIODS

The ProTech multiple-award IDIQ contracts provide for a five-year ordering period (two-year base period plus three one-year option periods). The performance period of each TO will be specified in the TO and, inclusive of the period of performance of any TO option(s), may extend up to 60 months beyond the end of the final contract ordering period for the specific Domain contract under which the TO was awarded. Note that individual TOs must comply with any approval requirements associated with contract periods such as those required for Time and Materials (T&M) type orders greater than three years and service contracts greater than five years. Contracting vehicles supporting the Enterprise Operations Domain will have their own specific periods of performance or ordering periods.

1.7 PROGRAM CEILING

The ProTech portfolio of contracts has a total ceiling of \$3,000,000,000. The obligated dollar amounts for all TOs awarded over the five-year contract life across the five Domains will be counted against the ceiling. A notice will be posted to the [ProTech website](#) when the ceiling is within \$500 million of being reached. Before that notice is posted, ordering COs may assume there is an excess of \$500 million in contract ceiling remaining.

1.8 FEE FOR SERVICE

There is a 3% fee for the use of the ProTech contracts by any NOAA organization authorized to submit task order purchase requests under these contracts. The 3% fee will be calculated based on the amount of obligated dollars. When DOC organizations, other than NOAA, place ProTech orders the fee will be determined on a case-by-case basis.

PART 2 ROLES AND RESPONSIBILITIES

The following describes the roles and responsibilities of key ProTech stakeholders for all technical and administrative matters.

2.1 STRATEGIC SOURCING ACQUISITION DIVISION

The Strategic Sourcing Acquisition Division (SSAD), within NOAA's Acquisition and Grants Office (AGO), was established to focus on the award, management, and administration of acquisition solutions for all of NOAA. SSAD's primary objective is to provide access to procurement best practices that follow the path of industry and other Federal agencies toward the centralization and consolidation of NOAA's buying mechanisms for supplies and services. To support the accomplishment of this objective for professional and technical services, the ProTech Branch within SSAD will utilize the ProTech PMO and portfolio of contracts to:

- Provide guidance and assistance to clients who use ProTech contracts;
- Ensure that clients are aware of their responsibilities and the scope of the ProTech contracts;
- Address and satisfy the needs of all participants in the acquisition process;
- Maintain a level of contract and program integrity that prevents or mitigates contractual or programmatic problems and risks; and
- Solicit feedback and provide continuous process improvement.

2.2 REQUIRING ACTIVITY

The Requiring Activity (normally a NOAA Line or Staff Office) is responsible for preparing the Purchase Requisition (PR) package. It is the responsibility of the Requiring Activity to obtain the necessary approvals (i.e., NOAA funds certification, etc.) prior to submitting the PR Package to the servicing acquisition division within AGO. The PR Package may include as appropriate the following:

- Name, title, address, phone number, e-mail, and fax of Requiring Activity POC;
- Funding document;
- Draft Acquisition Plan (AP) or Milestone AP;
- Complete [Statement of Work \(SOW\)](#), [Statement of Objectives \(SOO\)](#), or [Performance Work Statement \(PWS\)](#) – sample formats can be found at ProTech website www.protechservices.noaa.gov/resource-templates.html;
- Independent Government Cost Estimate (IGCE) (not released to contractors);
- Input to Market Research Report;
- [Fair Opportunity Exception](#), if applicable;
- Proposal evaluation criteria;
- Estimated period of performance;
- [Proposal Instructions and Evaluation Criteria](#);
- COR Nomination and Certification;
- Applicable Government furnished property (GFP), Government furnished equipment (GFE), and/or Government furnished information (GFI) that is required (if any);

- Required clearances (if any); and
- Other pertinent statute/regulation requirements, applicable contract clause not included in the specific Domain IDIQ contracts; including applicable Section 508 requirements or exceptions.

2.3 DOMAIN ADMINISTRATIVE CONTRACTING OFFICER

The Domain Administrative CO has the overall responsibility for the administration of the ProTech contracts. The Domain Administrative CO is the only authorized individual to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or schedules within the contracts. The contract level CO is responsible for the overall administration and final closeout of the contracts and, when necessary, shall:

- Provide scope oversight;
- Serve as liaison between ProTech contract holders and NOAA;
- Assist in expediting orders where practical;
- Ensure compliance with contract requirements;
- Issue the CO's final decision and handle all contract level contractual disputes under the Contract Disputes Act;
- Provide the administrative procedures for placing orders, contract administration, and issuing contract modifications;
- Designate the Domain Contracting Officer Representatives (COR); and
- Track and report contract level metrics.

2.4 PROTECH PROGRAM MANAGEMENT OFFICE

Upon request of the Requiring Activity or the Task Order Contracting Officer (TOCO), the ProTech PMO is available to offer guidance and assistance in the following areas:

- Assist the Requiring Activity with the development of the SOW/PWS/SOO and IGCE;
- Applicability determination of the SOW/PWS/SOO in accordance with contract scope;
- Development and/or adequacy determination of proposal evaluation factors;
- Recommendations for the task order contract type (Firm Fixed Price (FFP), T&M, CPFF, etc.); and
- Development and/or adequacy determination of the rationale used for the exception to the requirements for fair opportunity.

2.5 PROTECH PROGRAM MANAGER

The ProTech Program Manager (PPM) is the Government's central point of contact for all technical matters arising at the IDIQ contract level. The PPM also serves as the liaison between the Domain Administrative CO and the NOAA Line and Staff Offices for technical issues related to the ProTech contracts. Other aspects of the PPM's role are as follows:

- Train Requiring Activities and other AGO divisions on the ProTech Program processes;
- Provide technical assistance and training to Requiring Activities and other AGO divisions on the development of requirements documentation (SOW/PWS/SOO), IGCE, and other PR documentation;
- Maintain program integrity that prevents or mitigates contractual or programmatic issues;
- Solicit feedback from Requiring Activities and other AGO divisions and provide continuous process improvement; and
- Provide guidance and assistance to Requiring Activities, other AGO divisions and prime contractors regarding the ProTech contracting vehicles.

2.6 CONTRACTING OFFICER'S REPRESENTATIVE – PROTECH DOMAIN IDIQ CONTRACT LEVEL

The Domain Administrative CO will appoint a Domain Account Manager/Domain Level COR for each Domain. The Account Manager/Domain Level COR will be responsible for the day-to-day monitoring of performance of the Domain IDIQ contracts. The DOC Contracting Officer Representative Certification Program is described in [DOC CAM 1301.670](#). It is the Domain Administrative CO's responsibility to confirm that the appointed individual is a certified COR. A copy of the Appointment and Designation Memorandum identifying specific duties and responsibilities will be provided to the contract holders.

The Domain Account Manager/Domain Level COR responsibilities may include:

- Represent the CO in the administration of technical details within the scope of the ProTech contracts as defined in the COR Appointment and Designation Letter;
- Ensure final inspection and acceptance of all Domain contract deliverables and reports and other responsibilities; and
- Complete the prime contractor performance evaluations using the Contractor Performance Assessment Reporting System (CPARS) or another approved agency-specific contractor performance rating system with respect to each ProTech contract.

The Domain Account Manager/Domain Level COR is not authorized to make any representations or commitments of any kind on behalf of the Government or the Domain Administrative CO, unless specified in the appointment letter. In addition, the Domain Account Manager/Domain Level COR is not authorized to alter the contractor's obligations or to change the contract specifications, pricing, or terms and conditions. If, as a result of technical discussion(s), it is desirable to modify requirements or the specification, changes will be issued in writing and signed by the Domain Administrative CO.

2.7 CONTRACTING OFFICER – TASK ORDER LEVEL (TOCO)

Services will be procured via task orders issued by TOCOs within NOAA AGO or other DOC Bureaus in accordance with the ordering procedures set forth in this Guide, and Section G of the base contracts. Following completion of training requirements and receipt of delegated ordering authority, all TOCOs must follow the ordering procedures accordingly.

The TOCO responsibilities include:

- Determine/Select the appropriate Domain contract for the requirement;
- Determine the appropriate TO competition approach – sole source (if Fair Opportunity Exception applies), small business set-aside (including consideration for socio-economic categories), or unrestricted; and the use of Traditional or Multiphase process – also see [Section 3.4](#);
- Prepare and submit [Form CD-570 – Small Business Set-Aside Review](#) (see [ProTech Task Order Process](#) graphic);
- Confirm the certification level of the COR is appropriate for the dollar value and complexity of the action;
- Appoint the TO COR;
- Review AP or Milestone AP;
- Review SOW/SOO/PWS and ensure task order requirements are within the scope of the ProTech Domain contract;
- Review IGCE and evaluation criteria;
- Develop proposal preparation instructions and issue proposal requests to eligible ProTech contract holders;
- Receive and facilitate the evaluation of technical and cost/price proposals;
- Oversee the procurement process through TO award;
- Issue/award the task order;
- Ensure the administration and final closeout of TOs;
- Ensure the completion of contractor performance evaluations using the CPARS or another approved agency-specific contractor performance rating system; and
- Adhere to the terms and conditions of the ProTech contracts, FAR, and other applicable laws, regulations, and guidelines.

2.8 CONTRACTING OFFICER'S REPRESENTATIVE – TASK ORDER LEVEL

The TO COR will be responsible for the day-to-day monitoring of performance under that TO and conduct all delegated TO administration activities as required by the CO's COR Appointment Letter. It is the TO CO's responsibility to confirm that the designated individual is a certified COR. A copy of the Appointment and Designation Memorandum, identifying specific duties and responsibilities will be provided to the contractor.

The TO COR responsibilities may include:

- Represent the TO CO in the administration of technical details within the scope of the TO;
- Conduct all delegated TO administration activities as required by the TOCO's COR Appointment Letter;
- Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms and conditions of the work statement;

- Perform, or cause to be performed, inspections necessary to verify that the contractor has corrected all deficiencies;
- Monitor the contractor's performance. Notify the contractor of deficiencies observed during surveillance and direct appropriate action to correct the known deficiency. Record and report to the TO CO all incidents of faulty or nonconforming work, delays or problems;
- Maintain a monthly report concerning performance of services rendered under the TO;
- Maintain liaison and direct communications with the contractor. All documents pertaining to this contract shall be signed as "Task Order Contracting Officer's Representative," and a copy shall be furnished to the TOCO;
- Ensure that the Government meets its contractual obligations to the contractor. This includes, but is not limited to, GFP, GFE, and/or GFI that is required by the contract;
- Ensuring that Quality Assurance Surveillance Plans (QASPs) and appropriate metrics are provided with each order request for performance-based work statements;
- Ensure final inspection and acceptance of all deliverables and reports and other responsibilities that may be specified in the contract or TO, including review of Section 508 compliance testing results;
- Complete the prime contractor performance evaluations using the CPARS or another approved agency-specific contractor performance rating system with respect to each TO; and
- Maintain a COR TO file in accordance with the specific responsibilities and duties defined in the COR Appointment Letter.

The TO COR is not authorized to make any representations or commitments of any kind on behalf of the TOCO or the Government, unless specified in the appointment letter. The TO COR does not have authority to alter the contractor's obligations or to change the specifications, pricing, terms or conditions of the contract. If, as a result of technical discussion(s), it is desirable to modify requirements or the specification, changes will be issued in writing and signed by the TO CO.

2.9 NOAA AGO OMBUDSMAN

In accordance with FAR 16.505(b)(8), complaints related to matters affecting task order award may be directed to the designated NOAA AGO Ombudsman. The NOAA AGO Ombudsman has the responsibility to review contractor complaints and ensure that all contractors are afforded a fair opportunity to be considered for each task order, consistent with the ordering procedures in the contract. The NOAA Ombudsman will review contractor complaints, and if any corrective action is needed, provide a written determination of such action to the TO CO. Issues that cannot be resolved within NOAA shall be forwarded to the DOC Ombudsman for review and resolution. Also see [NOAA AGO Acquisition Alert 16-05](#).

2.10 PRIME CONTRACT HOLDERS' PROGRAM MANAGER

The Prime Contract Holders' Program Manager shall act as the central POC with the Government for all program-wide technical matters, and will represent the contractor at all post-award status meetings. The Program Manager shall be responsible for resolution of all technical issues, program management, and other contract support. This includes providing comprehensive account support for the ProTech contract. The Program Manager is responsible

for overall contract performance. A list of the Prime Contract Holders' Program Managers is provided on the ProTech website at www.protechservices.noaa.gov under each Domain.

2.11 SERVICING ACQUISITION DIVISIONS

Servicing Acquisition Divisions (i.e. EAD, WAD, SSAD, SIAD) are responsible for ensuring compliance with the mandatory use of ProTech for all of NOAA's professional and technical service requirements. Contracting Officers and Contract Specialists shall review all PRs for service requirements to determine if they are required to be procured using ProTech and if so, ensure that the ProTech object class code (2603) is identified on the accounting line and if it is not, return the PR to requisitioner for correction. Questions regarding the use of ProTech may be referred to the ProTech PMO at ProTech.Services@noaa.gov.

PART 3 PROTECH ORDERING PROCESS

In accordance with Commerce Acquisition Manual (CAM) 1307.1 Section 1.3, orders against multiple-award IDIQ contracts, such as ProTech, are not exempt from Acquisition Planning as prescribed in FAR Part 7. The CAM and NOAA Acquisition Policy, Regulation, and Guidance can be found at: [http://www.ago.noaa.gov/acquisition/regulation and guidance.html](http://www.ago.noaa.gov/acquisition/regulation%20and%20guidance.html)

Orders shall be placed in accordance with FAR 16.505. Ordering procedures for ProTech are intended to ensure the implementation of FAR 19 with each task order and that fair opportunity requirements of FAR 16.505(b) are fully met. The ProTech contracts provide a general contracting framework and flexibility for crafting effective task order procurements. A wide variety of innovative contracting strategies are possible. Orders can make use of streamlined source selections while providing significant consideration to small businesses for awards. Requirements can be defined using any manner of work statement, including SOOs, SOWs, and PWSs. Pricing methodologies can include Cost Reimbursement (including Cost Plus Award Fee, Cost Plus Fixed Fee, and Cost Plus Incentive Fee), T&M, and FFP.

This section provides the basic process for awarding a TO and includes references to guidelines, templates, and samples intended to assist users in preparing and processing orders. All guidelines, templates, and samples can be found at [Contract Sample Formats & Other Sample Documents](#) on the ProTech website. Links to specific documents are included through the document in the sections of relevance.

The ProTech Program is the mandatory source for all NOAA Line and Staff Offices to acquire professional and technical services. Exceptions will be evaluated on a case-by-case basis. The Requiring Activity shall prepare and submit the rationale for an exception to the TOCO. The TOCO will then review the rationale and determine whether or not an exception is justified. If the TOCO determines that the exception is justified, he/she will then forward the explanation to the ProTech PMO at ProTech.Services@noaa.gov for review and concurrence.

3.1 PERFORMANCE WORK STATEMENTS

PWSs are the preferred method in NOAA for services contracting. The PWS shall identify the Requiring Activity's entire needs and describe those needs with statements describing the required services in terms of output. The PWS describes the work in terms of the purpose of the work to be performed, rather than either "how" the work is to be accomplished or the number of hours to be provided. In addition, the PWS will include performance standards, incentives, and a QASP to monitor and measure program performance at systematic intervals and provide quantifiable data needed for informed decision-making. For additional guidance see [Performance Work Statements](#).

3.2 FUNDING

No unfunded task orders are authorized. Funding will be provided to the TOCO by the requiring activity when submitting the requirements package for each TO. Funds will be obligated by the TOCO on individual TOs when issued.

3.3 TASK ORDER TYPE

The types of TOs that are authorized for use under the ProTech multiple-award IDQ contracts are FFP, Cost Reimbursable, and T&M. TOs may also combine more than one pricing arrangement (e.g., FFP/T&M, etc.), although separate contract line item numbers (CLINs) shall be used for each pricing arrangement.

3.4 PROTECH ORDERING PROCESS

The ordering process for ProTech is similar to that of any request for the procurement of services from an existing contract. What differs is that, prior to releasing the request for a TO proposal to the contract holders, a determination needs to be made in selecting a single Domain contract (if requirements span across Domains, use the predominant Domain identified during the scope determination).

Two optional approaches have been developed to conduct ProTech TO competitions when a sole source exception to fair opportunity does not apply: 1) the traditional ordering process and 2) the multiphase fair opportunity process.

3.4.1 Traditional Ordering Process

When utilizing the traditional ordering process all prime contract holders, within the designated Domain, will be provided the opportunity to submit full technical and cost proposals. Therefore, if the TO request is complex and requires extensive technical and cost/price proposals from each contract holder, the Government would need to allocate the proper resources and schedule to evaluate each of these proposals.

The following steps are to be followed for the traditional ordering process:

1. A SOO/SOW/PWS is sent with a "Request for Traditional Technical and Cost/Price Proposal" to all contract holders within the designated Domain or those meeting the size standard if a set-aside is utilized. The request should typically place a limit of no more than 15 pages on the technical proposal, subject to adjustment at the discretion of the TO CO based on the size, scope and complexity of the TO. The request may also include an oral presentation requirement if it is determined to be beneficial to the evaluation. A complete cost/price proposal must be submitted, normally with no page restrictions. The amount of time allowed for the traditional response is typically 10 working days, which may be adjusted based on the scope/complexity of the requirement and the needs of the customer.
2. Technical and cost/price evaluations are conducted by the Government evaluation teams.
3. Exchanges take place (if needed).
4. If exchanges take place and revised proposals are submitted, evaluations are conducted by the Government evaluation team(s) as needed.
5. A TO is awarded to the successful offeror.

3.4.2 Multiphase Fair Opportunity Ordering Process

While it is anticipated that the Traditional Ordering Process will be used for the majority of requirements under ProTech, a multiphase approach is available for use when appropriate. This approach may be used in conducting fair opportunity competitions under either a small business set-aside or an unrestricted basis. It consists of Phase 1 – a request for a brief technical proposal and cost/price estimate, followed by Phase 2 – a down-select and request for full technical and cost/price proposals from the remaining competitors.

The multiphase process provides three major benefits. First, it allows the Government to focus the TO selection on the most qualified contractors. Second, it saves the Government time and expenditures associated with evaluating a potentially large number of proposals. Third, it saves contract holders not selected in Phase 1 time and further expenditures in bid and proposal costs.

The following key steps are followed for the multiphase process:

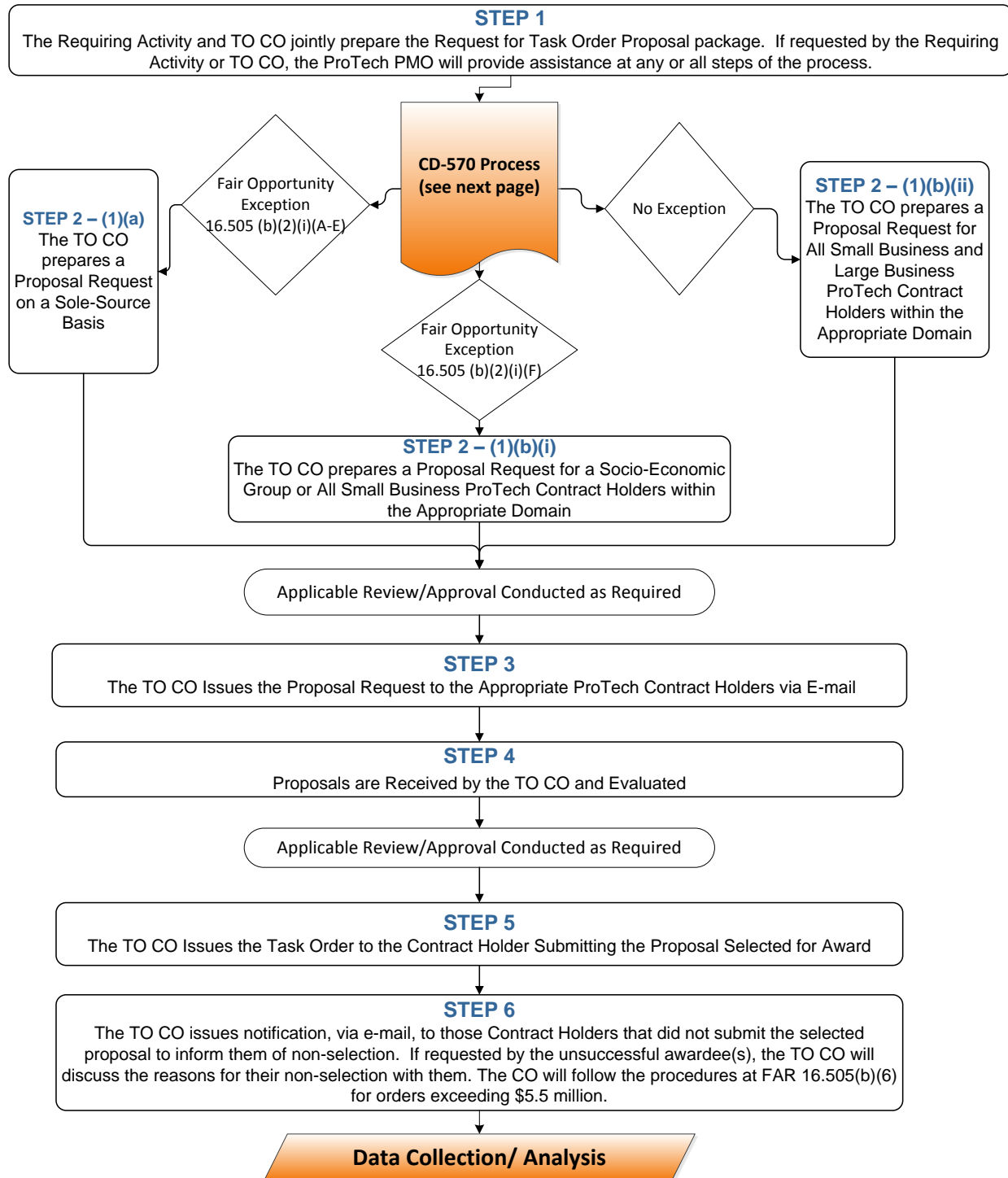
1. A SOO/SOW/PWS is sent with a request for a multiphase proposal to all contract holders within the designated Domain contract portfolio. The request could be for a written proposal, oral proposal, or both. If the Phase 1 request includes a written proposal, the request would typically place a limit of no more than seven pages for the response, which encompasses the proposed technical and management approach, as well as past performance information. Within the seven pages, the offeror should also include a preliminary cost/price estimate or not-to-exceed (NTE) estimate for cost. The amount of time allowed for the Phase 1 response is typically five working days, which may be adjusted based on the scope/complexity of the requirement and the needs of the customer. The request may also include an oral presentation requirement if it is determined to be beneficial to the evaluation.
2. Technical evaluations and evaluations of the preliminary NTE cost estimate are conducted by the Government evaluation teams.
3. Based on the evaluations, a down-select occurs which identifies the contract holders that would be most qualified to compete for the TO. The down-select process identifies one or more prime contractors that are the most qualified.
4. Only the most qualified offeror(s) remaining after the down-select process will be invited to submit a Phase 2 full Technical and Cost/Price Proposal.
5. Technical and cost evaluations are conducted by the Government evaluation teams.
6. Exchanges would take place (if needed).
7. If exchanges take place and revised proposals are submitted, evaluations are conducted by the Government evaluation team(s) as needed.
8. A TO is awarded to the successful offeror.

The graphic below illustrates the high-level procedures to be followed for ordering using the ProTech Program portfolio of contracts. Detailed information for critical steps is provided directly following the graphic. Links to other additional information, guidelines, templates and samples to assist in completing the ordering steps outlined are also provided throughout this document.

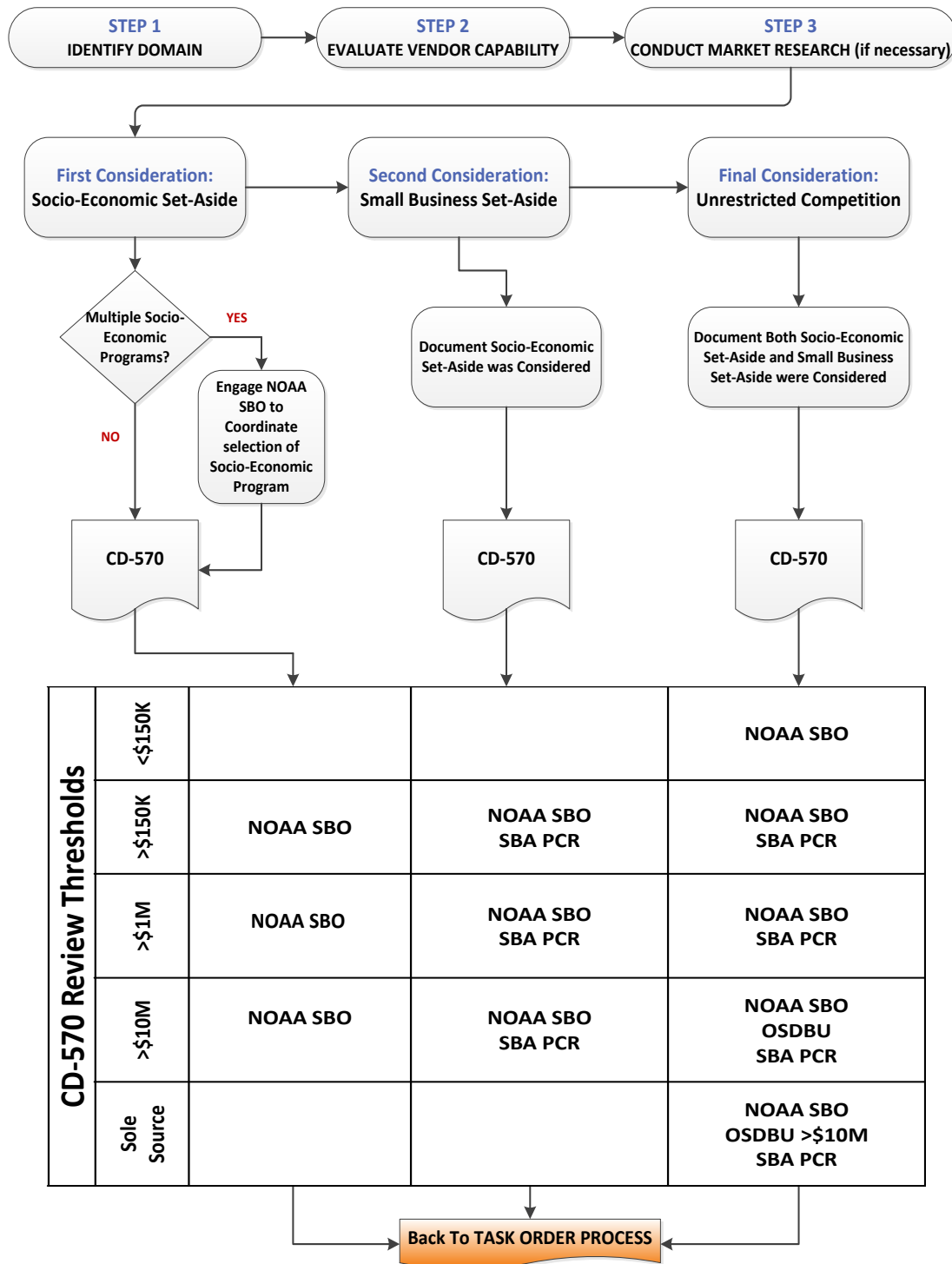
3.4.3 ProTech Ordering Process

ProTech Task Order Process in Accordance with FAR Part 16.505

INITIAL PHASE: A need for services is determined and appropriate acquisition planning is conducted.



ProTech Task Order Process | CD-570 Process



STEP 1 – REQUEST FOR TASK ORDER PROPOSAL DEVELOPMENT

The Requiring Activity prepares the Request for TO Proposal documents in coordination with TOCO. The ProTech PMO is available to provide assistance to the Requiring Activity and the TOCO, if requested. The Request for TO Proposal documents include: a purchase request and work statement (i.e., SOW, SOO, or PWS) that includes, at a minimum, work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special regulations, including applicable Section 508 requirements or exceptions; an IGCE; contractor evaluation criteria; and evaluation plan.

The TOCO will determine the appropriate Domain for a TO proposal request. Although an individual TO will be issued for one Domain, it may include services covered in one or more other Domains. This determination will be based on the predominant work to be performed under the TO. (For detailed Domain scope descriptions, refer to Section C.2 of the base contracts.)

Also, to be included as part of Request for TO Proposal, if applicable:

- Statement identifying the basis for using an exception to the fair opportunity process
- AP documentation (if required)
- Specific deliverable requirements and documentation (i.e., DD250)

Upon request of the Requiring Activity and/or TO CO, the ProTech PMO will assist with the Domain determination, creation and review of the Request for TO Proposal. The ProTech PMO will also assist in the completion of the work statement, the IGCE, and the evaluation criteria.

Note: All requirements will be reviewed in accordance with the FITARA review process.

STEP 2 – TASK ORDER SOLICITATION PREPARATION

The TO CO reviews the Request for TO Proposal and prepares a TO Solicitation to be forwarded to the contract holders within the designated Domain, requesting technical and price/cost proposals in accordance with the following TO competition approach:

- (1)** Determine the application of a [Fair Opportunity Exception](#), select either (a) or (b):
 - (a)** If a Fair Opportunity Exception applicable to FAR 16.505 (b)(2)(i)(A-E) applies, issue the Request for TO Proposal under a sole source basis.
 - (b)** If a Fair Opportunity Exception applicable to FAR 16.505 (b)(2)(i)(F) applies, issue the Request for TO Proposal under a small business set aside basis, with first consideration for socio-economic set-aside. The Request for TO Proposal shall be issued to the ProTech Small Business contractor holders within the appropriate Domain.
 - (c)** If an Exception does not apply, issue the Request for TO Proposal under an unrestricted basis. The proposal request shall be issued to the ProTech small business and large business contractor holders within the appropriate Domain.
- (2)** Determine the TO proposal request process approach, select either (a) or (b):
 - (a)** Traditional Process: Issue the Request for TO Proposal for a full technical and cost proposal to the appropriate Domain contractor holders based on the determined competition approach of small business set aside or unrestricted, as described above.

- (b) Multiphase Process: Issue the Request for TO Proposal for a (Phase 1) brief technical proposal and cost estimate to the appropriate ProTech contractor holders based on the determined competition approach of small business set aside or unrestricted, as described above, and then conduct a down-select, inviting those offerors remaining in the competition to submit a (Phase 2) full technical and cost proposal.

STEP 2 – (1)(a) – Fair Opportunity Determination. If an exception to fair opportunity FAR 16.505 (b)(2)(i)(A-E) applies, the TOCO prepares the solicitation on a sole-source basis.

STEP 2 – (1)(b)(i) – Small Business Set-Aside Determination. Where the exception to fair opportunity FAR 16.505 (b)(2)(i)(F) is applicable, the TOCO shall determine whether to issue the solicitation to a socio-economic small business group or to all small business ProTech contract holders within the appropriate Domain.

To accomplish this, the TOCO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the contract holders in order to determine if the set-aside is appropriate for each order. The TOCO will determine whether to release a Request for Information (RFI) to assist in this determination by receiving the most up-to-date capabilities from the small businesses or if other information is available to determine the appropriate set-aside without issuing a RFI. The TOCO shall first consider a set-aside for the socio-economic programs before considering a small business set-aside. The TO shall be set-aside if it is determined that two or more small business or other socio-economic category business concerns are capable of performing the requirement. The TOCO will use the DOC CD-570 process for the set-aside determination and process it for review and coordination with NOAA Small Business Office and Small Business Administration (SBA).

The authority to set aside orders in this capacity is outlined in FAR 16.505(b)(2)(i)(F) as an exception to the fair opportunity process. This exception does not need a separate justification in accordance with FAR 16.505(b)(2)(ii) and does not need to be posted to FBO.

STEP 2 – (1)(b)(ii) – Unrestricted Competition. Where the exception to fair opportunity is not applicable and the TOCO determined not to issue a small business set-aside, the TOCO shall issue the solicitation on an unrestricted basis to applicable small and large contract holders within the appropriate Domain.

STEP 2 – (2)(a) – Traditional Ordering Process. See [Section 3.4.1](#) above.

STEP 2 – (2)(b) – Multiphase Fair Opportunity Ordering Process. See [Section 3.4.2](#) above.

In both the Small Business Set-Aside and Unrestricted Completion approaches, the TOCO has broad discretion on the use of source selection techniques, including oral presentations, multi-phase evaluations and methods for communicating with offerors.

STEP 3 – ISSUANCE OF THE REQUEST FOR TASK ORDER PROPOSALS

The TOCO issues the request for TO proposals to the contract holders identified in Step 2. Contract holder contact information is contained at www.protechservices.noaa.gov under each Domain.

The TOCO issues proposal requests via e-mail and requests that responses also be submitted via 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 by the TO CO when the proposal request is issued. The TOCO is responsible for verifying return receipts have been received from all solicited contract holders.

The proposal request shall include, at a minimum, the following: TO identifier number, date of proposal request, identification of Domain customer, work statement (i.e., SOW, SOO, or PWS), identification of anticipated ordering process – traditional or multiphase, and TO type, proposal due date, NOAA (contracting officer/specialist) point-of-contact information, instructions for submission of the technical and cost/price proposal, criteria/basis for award. Other information to be included, if applicable: request for certified cost or pricing data, identification of incumbent contractor, request for “no bid” reply from solicited contractor holders.

STEP 4 – EVALUATION

The TOCO receives the offers in accordance with the request for offers. Technical and cost/price evaluations are conducted by the Government technical evaluation team designated according to the written evaluation plan as required.

Responses received shall be evaluated using the evaluation criteria provided in the proposal request and in accordance with the evaluation plan. The TOCO will lead in any exchanges for the Government side, if needed. After the completion of the evaluation process, the TOCO shall prepare a complete award package, which at a minimum, shall include: the basis for which the proposal request was issued (sole source, Small Business set-aside, unrestricted), the selection criteria / methodology used to evaluate the proposals received, the results of the evaluation, and the rationale for the selection, of the TO awardee, including a summary of any negotiations conducted, cost/price analysis and best value analysis.

STEP 5 – TASK ORDER AWARD

The TOCO awards the TO to the successful offeror (contract holder). A copy of the award and any subsequent modifications shall be forwarded to ProTech.services@noaa.gov.

STEP 6 – NOTIFICATION TO UNSUCCESSFUL AWARDEE(S)

After the TO is awarded, the TO CO shall issue notification, via email, to those offerors who did not receive the award to inform them of their non-selection. If requested by the unsuccessful awardee(s), the TO CO will discuss with them the reasons for their non-selection. The TO CO may only discuss the reasons for non-selection. The TO CO may not discuss other contract holders’ proposals, compare contract holders’ proposals, or allow a non-selected contract holder access to the award decision documentation.

In accordance with FAR 16.505(b)(6), for order exceeding \$5.5 million, the CO shall follow procedures at FAR 15.503(b)(1) when providing post award notification and at FAR 15.506 when providing post award debriefing to unsuccessful awardees.

Go to [Detailed ProTech Task Order Procedures](#) for further information.

PART 4 CONTACT INFORMATION

ProTech Website:

Online resources supporting the use of the ProTech Program are available at [ProTech website](#). We encourage you to visit the ProTech website for further information, guidance, and templates.

Questions regarding these guidelines and procedures, or of a technical or contractual nature, should be directed to the ProTech PMO in AGO SSAD ProTech Branch using the contact information found on the ProTech website:

<http://www.protechservices.noaa.gov/contacts.php>

For General ProTech Program or Contract Questions, please e-mail us at:

ProTech.Services@noaa.gov

GLOSSARY

This glossary is not intended to be a comprehensive list of acquisition terminology. These terms are commonly found within this ordering guide and are included for clarification.

Acceptable Quality Level (AQL) – Established as part of a Quality Assurance Surveillance Plan. They must be realistic, stating the minimum standard, percentage of errors allowed, cost trade-offs, etc.

Best Value – The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. It involves the analysis of technical and cost proposals to determine which proposal offers the best trade-off between price/cost and performance, where quality is considered an integral performance factor. See Federal Acquisition Regulation (FAR) Part 15.101.

Blanket Purchase Agreement (BPA) – A simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. See Federal Acquisition Regulation (FAR) Part 13.303.

Contractor Performance Assessment Reporting System (CPARS) - The Department of Defense (DOD) Enterprise Solution for collection of contractor past performance information and a web-enabled application that collects and manages the library of automated records of contractor's performance on Government contracts.

Cost-Reimbursement Contract – A contract that provides for the payment of allowable incurred costs, to the extent prescribed in the contract. These contracts 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 Contracting Officer. Cost-reimbursement contracts are only suitable for use when uncertainties in contract performance prevent sufficient accuracy in cost estimates to allow for the use of a fixed-price contract.

Cost-Plus-Incentive-Fee Contract – A cost-reimbursement contract that provides for an initially-negotiated fee to be adjusted by a formula based on the relationship of total allowable costs to total target costs.

Cost-Plus-Award-Fee Contract – A cost-reimbursement contract that provides for a fee consisting of a base amount (which may be zero) fixed at the inception of the contract, plus an award amount (based upon a judgmental evaluation by the Government) that is sufficient to provide motivation for excellence in contract performance.

Cost-Plus-Fixed-Fee Contract – A cost-reimbursement contract that provides for payment to the contractor, of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract. This contract type permits contracting for efforts that might otherwise present too great a risk to contractors, but provides minimum incentive to contractors to control costs.

“Fair-Opportunity-to-be-Considered” Rule – All prime contractors (including their designated subcontractors, if applicable) are considered to possess the basic qualifications for success in the professional and technical services of the contracts awarded to them. Therefore, the statutory and regulatory requirement for “fair opportunity to be considered” (based on the Federal Acquisition Streamlining Act (FASA) and Federal Acquisition Regulation (FAR) 16.5) will be deemed to have been met by the announcement (through the designated Internet web site or e-mail) of all Task Orders that do not fall under one of the exceptions at FAR 16.505(b) (2). Each Task Order will be evaluated, at a minimum, on selection criteria, which include past performance, technical/management approach, and price/cost.

Federal Acquisition Streamlining Act (FASA) – Public Law 103- 355 was enacted in October 1994, and was designed to simplify and streamline the federal procurement process. FASA raised the small purchase threshold from \$25,000 to \$100,000 and designated this as the simplified acquisition threshold.

Firm Fixed-Price Contract – A contract suitable for acquiring commercial items or for acquiring supplies or services on the basis of reasonable definite functional or detailed specifications, when the Contracting Officer can establish fair and reasonable prices at the outset.

HUBZone (Historically Underutilized Business Zone) Small Business Concern – A small business concern that appears on the “List of Qualified HUBZone Small Business Concerns” maintained by the Small Business Administration.

Independent Government Cost Estimate (IGCE) – Assists the Task Order Contracting Officer in determining the reasonableness of a contractor’s cost and technical proposals. The IGCE is prepared by the requisitioner and submitted as part of the procurement request. It is for Official Use Only and should not be made available to the ProTech contractors. Requisitioners may obtain information for developing an IGCE from Section B of the ProTech contracts.

Indefinite Delivery Indefinite Quantity (IDIQ) Contract – A contract for supplies/services that does not require or specify a fixed quantity of supplies/services (other than a minimum or maximum quantity) and/or is used when the exact times of future deliveries are not known at the time of contract award. IDIQ contracts are also known as delivery order or Task Order contracts that provide for the issuance of orders for the performance of tasks during the period of the contract.

Incentives – Used to encourage better contractor quality performance. They may be either positive, negative, or a combination of both. Incentives may also be monetary or non-monetary. Incentives do not need to be present in every performance-based contract as an additional fee structure. In a fixed price contract, the incentives would be embodied in the pricing and the contractor could either maximize profit through effective performance, or have payments reduced because of failure to meet the performance standard.

Original Equipment Manufacturer (OEM) – A producer/manufacturer that provides a product to its customers, who then proceeds to modify or bundle the product before distributing it to its customers.

Performance Based Service Acquisition (PBSA) – The preferred method of contracting for services and supplies. PBSA is contracting for results, not just best efforts, and involves

structuring all aspects of an acquisition around the purpose of the work to be performed. Essential elements of PBSA's include: (1) performance requirements, expressed in either a Performance Work Statement or Statement of Objectives; (2) performance standards or measurements, which are criteria for determining whether the performance requirements are met; (3) appropriate performance incentives, either positive or negative; and (4) a surveillance plan that documents the Government's approach to monitoring the contractor's performance.

Performance Standards – Standards that establish the performance levels required by the Government. Examples of performance standards include: quality standards (condition, error rates, accuracy, form/function, reliability, maintainability), quantity standards (capacity, output, volume, amount), and timeliness standards (response times, delivery, completion times, milestones).

Performance Work Statement (PWS) – A type of work statement that provides performance standards to establish the performance levels required by the Government (e.g., quality standards, quantity standards, and timeliness standards), and incentives to encourage better quality performance (which may be either positive or negative, monetary or non-monetary). A PWS normally includes a Quality Assurance Surveillance Plan, defined below.

Quality Assurance Surveillance Plan (QASP) – Part of the Performance Work Statement. Its purpose is to set forth the Government's expectations, as well as how (and how often) deliverables or services will be monitored and evaluated. A QASP may also contain incentives that encourage the contractor to exceed the performance standards, and that reduce payment or impose other negative incentives when the outputs/outcomes are below the performance standards.

Small Business Administration Procurement Center Representative (SBA PCR) – Procurement professionals, located in SBA area offices, responsible for the review and evaluation of small business programs in federal agencies and for assisting small businesses in obtaining federal contracts and subcontracts. An SBA PCR reviews proposed procurement opportunities and subcontracting plans to ensure compliance with applicable laws and regulations.

Service Level Agreement (SLA) – A formal written agreement established between two parties: the contractor and the Government customer. It defines the expected level of services, the metrics associated with these services, acceptable and unacceptable service levels, and incentive awards for service levels exceeded and/or penalty provisions for services not provided.

Statement of Objectives (SOO) – A type of work statement that provides the basic, top-level objectives of a Task Order, and is provided in lieu of a Government-written Statement of Work or Performance Work Statement. It provides potential offerors the flexibility to develop cost-effective solutions and the opportunity to propose innovative alternatives for meeting the objectives.

Statement of Work (SOW) – A type of work statement that describes the need for the goods or services, the scope of work to be performed, applicable documents, specific tasks, deliverables and delivery schedule, Government-furnished property and information, place and period of performance, and security requirements.

Task Order (TO) – An order for services placed against an established contract or with Government sources. In the case of the ProTech acquisition, TOs are orders for services placed against contracts awarded under the ProTech solicitation.

Purchase Requisition Package – The complete documentation package prepared and submitted by the Requiring Activity to initiate a Task Order request.

Time-and-Materials Contract – A contract that provides for acquiring supplies or services on the basis of direct labor hours, at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and materials at cost, including, if appropriate, material handling costs as part of material costs. A time-and-materials contract may be used only when it is not possible at the time the Task Order is executed to estimate accurately the extent or duration of the work, or to anticipate costs with any reasonable degree of confidence (See FAR 16.601).