**H.1 SOFARS 5652.216-9003 Procedures for Issuing Task/Delivery Orders under Multiple Award, Indefinite Delivery-Indefinite Quantity Contracts (2015)**

General.  This contract is designed to meet SOFGSD requirements.  Time and Materials (T&M), Labor Hour (LH), Firm Fixed Price, and Cost-reimbursement types of task orders may be issued.  The Government will determine the most appropriate task order contract type for each task order dependent upon the requirement.  The Government may unilaterally deviate from these procedures at any time as required. Task orders may include option year periods.

**Standard Requirements**.  This contract will be focused on competition; however, IDIQ prime contractors are **NOT** required to submit a proposal for every requirement solicited. Requests for a waiver will not be required.

(a) The primary purpose of a multiple award contract is to promote competition.  As such, prime contractors are encouraged to propose on all solicited requirements.  Although contractors are not required to propose on all requirements, the Contracting Officer (KO) reserves the right to request proposals from all contractors should three proposals not be received in response to a solicited requirement.

(b) All multiple award contractors shall be considered for each order over $3,500, unless the KO determines that:

(1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;    
(2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;    
(3) The order should be issued on a single source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract.    
(4) It is necessary to place an order to satisfy a minimum amount guarantee.

(5) A further socio-economic set-aside is appropriate dependent upon the makeup of the SOFGSD awardee pool.

(c) **Cross-teaming**.  The Government has determined that cross-teaming, also known as "over/under agreements" shall not be authorized on the SOFGSD IDIQ.  This applies to individual members of a Joint Venture (JV), as well as the JV itself.  Cross-teaming is defined as an SOFGSD Prime contractor teaming as a subcontractor for another SOFGSD Prime contractor.

(d) The procedures of FAR 16.505 and DFARS 216.505 govern the ordering process under the SOFGSD multiple award contract.  Unless the exceptions in paragraph (b) above apply, the following procedures will be used to provide contract awardees with a fair opportunity to be considered for each order:

(1) Soliciting Task Order Proposals.  When the Government has a requirement for services to be performed under this contract, the KO will issue a request for task order proposal which will include, but not necessarily be limited to, the following:

* Instructions to Offerors (ITO) providing specific proposal requirements
* Statement of Work/Performance Work Statement/Statement of Objectives
* Pricing Template

(2) **Submission of Proposals.** The contractor's proposal shall comply with all instructions provided in the ITO, to include maximum page limits.  The contractor shall have a minimum of 14 calendar days to submit their proposal, unless a longer timeframe is included in the ITO at the discretion of the KO.  Proposals shall normally consist of a task order management plan and a pricing proposal.  Past performance information may be requested, dependent upon the requirement.  Proposals shall not merely restate SOO/SOW/PWS requirements.

* The guidance in FAR Subpart 9.5 shall be followed at the task order level as required.  OCI Disclosure Form (Attachment 2) and supporting documentation shall be submitted with the task order proposal when requested in the ITO and will be evaluated by the KO to determine Responsibility.
* The KO will conduct OCI evaluation on all proposal submissions, and any OCI found which was not submitted for review may exclude the offeror from the competition
* Proposal of 100% subcontracting and firewalls WILL NOT be considered an acceptable OCI mitigation plan.
* Any task that creates biased ground rules or impaired objectivity for a contractor or proposed subcontractor will make that prime offeror ineligible for award.
* The pricing template provided with the RFP shall be submitted without adjustment to ensure ease of task order award in conjunction with the contract writing system being utilized by the Government.
* All proposals shall be submitted using a standard file naming convention which will consist of the Government assigned 3-digit company code, the RFP number, and the submission type.  For example:  ABCA001TOMP, ABCA001Price, ABCA001OCI.  These files constitute a proposal from ABC Company submitted in response to RFP A001, and encompass the Task Order Management Plan, Price proposal, and OCI Disclosure Form submissions.
* Written technical proposals may be required to address, as applicable, the following:

1. Site Specific Management Plan
2. Technical Approach
3. Mobilization/Transition Plan
4. Schedule
5. Key personnel assigned (if applicable)
6. Teaming Arrangement (including subcontracting)
7. Professional Compensation Plan

* Price/Cost written proposal will always be required, to include a complete Professional Compensation Plan. All ITOs will include a CLIN pricing template for offerors to include their pricing. The Government may require supporting documentation for the prices proposed as applicable.

(3) **Government Evaluation of Task Order Proposals**.  The Government will make an integrated assessment based on the evaluation criteria identified in the ITO and will award the task order to the contractor who provides the best value to the Government; this could include Lowest Price Technically acceptable or Trade-off process.  Past performance may be a factor if applicable.   If no offer is determined acceptable or the Government loses the funding for the project, the Government will notify all Offerors of the cancellation.

(4) **Interchanges.**  The Government reserves the right to hold interchanges if during the evaluation, it is determined to be in the best interest of the Government.  Interchanges are fluid interaction(s) between the KO and the contractors that may address any aspect of the proposal and may or may not be documented in real time.  Upon receipt of the proposal(s), the KO may:

* Open interchanges or negotiate with one, some, or all contractors providing proposals;
* Issue a task order based upon the original proposal(s) furnished;
* Reject the proposal(s), or
* Cancel the requirement.

If interchanges are held, Final Proposal Revisions (FPRs) will not be requested, unless expressly identified in writing by the KO at the conclusion of discussions.  Offerors shall therefore provide their best terms from a cost or price and technical standpoint with their initial submission.

(5)**TO Award.**Task orders shall be issued on DD Form 1155 "Order for Supplies and Services;" (or similar form) and sent electronically to the contractor.

(6)  **Authorization to Proceed on Task Orders.**  In time-critical circumstances, after award and prior to the Contractor's receipt of the contractual instrument, the KO may direct the contractor in writing, verbally, or electronically, to commence performance of the task.  Otherwise, the contractor is not authorized to commence task performance prior to the issuance of the task order or other written or electronic notice provided by the KO.  In no case shall the Contractor commence work without explicit approval from the KO.

(7) **Option Exercises at Task Order Level.**  Task order options; if applicable, will be exercised in accordance with FAR 17.207 and the applicable option clause.  Option periods will be outlined in each task order ITO.

(e) **Protests.**  Under the provisions of the Federal Acquisition Streamlining Act of 1994, protests are not authorized in connection with the issuance or proposed issuance of a task/delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract or, a protest of an order valued in excess of $25 million. Protests of orders in excess of $25 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

(f) **Task and Delivery Order Ombudsman**. The Task and Delivery Order Ombudsman is responsible for reviewing complaints regarding this contract. The Ombudsman shall review complaints from the contractors and ensure all contractors are afforded a fair opportunity to be considered, consistent with the procedures of the contract.  The Special Operations Forces Acquisition, Technology, & Logistics (SOF AT&L) Military Deputy to the Acquisition Executive (MDAE) is designated as the USSOCOM Ombudsman and can be contacted at OMBUDSMAN@socom.mil.

**H.2 INITIAL TASK ORDER**

(a) Each awardee will receive an initial task order to attend a post award kick-off meeting which will meet the contract minimum requirement.  The initial task order will require at most two contractor staff to attend, one of whom shall be the IDIQ Program Manager.  The post award kick-off meeting will be conducted within 90 calendar days after award at a location to be determined within the Tampa, FL area and will include a virtual meeting for those unable to attend in person.

(b) The contract minimum order is established at a firm fixed price of $2,500 per contract.  The funds are to be used by the contractor to pay for attendance at the post award kick-off meeting.  The Government will not pay any costs incurred above this amount.

**H.3 ORGANIZATIONAL CONFLICT OF INTEREST**

(a)  The guidelines and procedures of FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest and FAR Part 3 Improper Business Practices and Personal Conflicts of Interest will be used in identifying and resolving any issues of conflict of interest.

(b)  All contractor personnel (to include subcontractors and consultants) who will be personally and substantially involved in the performance of any task order issued under SOFGSD which requires the contractor to act on behalf of or provide advice with respect to any phase of a procurement shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" form.  The KO will provide the appropriate nondisclosure form specific to the procurement.

(c)  The contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees.  The contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.

(d)  In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall immediately notify the KO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the KO to proceed; or, identify the conflict and recommend to the KO an alternate approach to avoid the conflict.

(e)  The acquisition of services under this contract may create actual or potential conflicts of interest for prime contractors and their respective subcontractors.  Prime contractors are responsible for ensuring that both they and their subcontractors are not restricted from participating in SOFGSD requirements due to an OCI caused by any existing or in-process USSOCOM contract.  This includes all USSOCOM funded contracts or subcontracts, including those at the headquarters and either the Theater Special Operations Commands (TSOCs) or the Geographic Combatant Commands (COCOMs).

(f)  USSOCOM prefers that contractors competing for SOFGSD requirements have no known OCIs.  While mitigation plans will be considered, they create considerable work for USSOCOM and each contractor to ensure that OCIs are adequately mitigated at the time of task order award.  Consequently, contractors are encouraged to avoid OCI issues to the maximum extent practicable prior to submitting task order proposals by prudent teaming in connection with SOFGSD requirements.

(g)  Any SOFGSD tasks that create biased ground rules or impaired objectivity for a prime contractor or proposed subcontractor will make that prime offeror ineligible for award.  In some instances, establishing an acceptable OCI mitigation plan for a SOFGSD requirement will be challenging, if not impossible.  Therefore, individual contractors and contractor teams are encouraged to contact the SOFGSD KO prior to the proposal due date to obtain an informal written assessment of whether their OCI mitigation efforts will be adequate.  The informal assessment will not be binding upon the Government but is intended to better inform contractors of the Government's probable response to its OCI mitigation efforts.  Please note that a proposal of 100% subcontracting and firewalls WILL NOT be considered an acceptable OCI mitigation plan.

**H.4 PROTECTION OF PROPRIETARY INFORMATION**

(a)  The Contractor shall train and inform its employees of Subpart 9.5 of the FAR and this contract clause and shall execute a Contractor-Employee Personal Financial Interest/Protection of Sensitive Information Agreement as appropriate.

(b)  The Contactor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the contractors right to use, duplicate or disclose such information if such information was lawfully obtained by the contractor from other sources.

(c)  The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the KO copies of these written agreements within 30 days. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor shall not use proprietary information for any purpose other than that for which it was furnished.

(d)  The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the KO.

(e)  Government Representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to ensure that the contractor is in compliance with FAR 9.5.

(f)  The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.

(g)  The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.

**H.5 COMMON ACCESS CARDS FOR CONTRACTOR PERSONNEL**

(a)  For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

    (1) Require logical access to Department of Defense computer networks and systems in either:

        (i) the unclassified environment; or

        (ii) the classified environment where authorized by governing security directives.

    (2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall follow the procedures outlined in the DMDC Trusted Associate Sponsorship System Trusted Agent (TASS) User Guide Version 4.0 dated March 2013, and any subsequent versions. The Trusted Agents for this contract are the appointed CORs for task orders and the PEO-SV Program Managers for the contractor management team. It is the prime contractor's responsibility to ensure the CORs have all updated information necessary to process re-verifications and new requests timely in the TASS.

(c)  During the performance period of the contract, the contractor shall:

    (1) Return CACs to either the nearest RAPIDS office or to the COR no later than the next business day of a change in status for contractor personnel who no longer require logical or physical access;

    (2) Return CACs to either the nearest RAPIDS office or to the COR no later than the next business day following a CACs expiration date; and

    (3) Report lost or stolen CACs in accordance with local policy/directives.

(d)  No later than the next business day following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the nearest Rapids office or the COR.

(e)  Failure to comply with these requirements may result in withholding of final payment.

**H.6 ASSOCIATE CONTRACTOR AGREEMENTS**

The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement as specified in individual orders.  Joint participation may involve entering into this agreement with another SCS prime in support of one or more customers or it may also include agreements with other contract primes outside of SCS as identified within a specific task order. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the interaction of the program support, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract.