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## Article G.7 Task Order Procedures

### G.7.1 Electronic Government Ordering System

- a. NITAAC has developed the secure Electronic Government Ordering System (e-GOS), a web-based task order processing system, to allow customers to perform fair opportunity in accordance with FAR 16.5 and to integrate workflow management, electronic document management, and aspects of customer relationship management to enhance process efficiency, and improve data/information integrity. The contractor and customers will be required to use the e-GOS in order to participate in the task order process by registering as an e-GOS user and agreeing to system usage rules of behavior.
- b. The contractor CIO-SP3 electronic mailbox address, a personal email address, or a general email address may not be used to register for an account in e-GOS. Individuals within the contractor's organization shall register individually in e-GOS using their individually assigned company email address for an e-GOS user account.
- c. The contractor shall identify an e-GOS representative as the contractor primary point of contact for providing training on e-GOS and resolution of related issues. This individual shall also be the primary interface point to NITAAC on e-GOS and shall attend mandatory e-GOS training as deemed necessary by the NITAAC.
- d. Responses to solicitations issued under the contract shall be submitted in e-GOS. In the event a Government customer requests that the contractor submit their response through e-mail or in hardcopy format, the contractor may do so, however the contractor shall also submit their response through e-GOS prior to the response deadline. If the contractor decides not to submit a Task Order proposal in response to a solicitation, a "No Bid" response shall be submitted through e-GOS on or before the closing date and time established in the solicitation.
- e. The contractor is authorized to initiate work only after receipt of an award document through e-GOS.
- f. Future e-GOS enhancements may include the implementation of digital signatures, and once implemented, may entail a nominal cost to the contractor to purchase and maintain appropriate security certificates.

### G.7.2 Task Order Issuance

#### a. General

Only the OCO may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified Article C.1., Statement of Work. Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Task Order has been awarded and submitted through e-GOS. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this Article.

In the event that a TOR is issued outside of e-GOS, contractors shall immediately notify NITAAC and submit to the NITAAC Customer Support Center all TOR documents at NITAACsupport@nih.gov.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the OCO.

**b. Requesting Task Order Proposals**

Utilizing the e-GOS, the OCO or a designated individual may solicit responses to requirements from Contractors within a technical area covered by the Scope of Work. Generally, the Task Order solicitation will include, but is not limited to the following:

1. Statement of Work
2. Reporting Requirements and Deliverables
3. Proposal Due Date and Location to Deliver Proposals
4. Period of Performance of Task Order
5. Anticipated type of Task Order
6. Technical Proposal Instructions
7. Business proposal Instructions
8. Evaluation Factors for Award

**c. Fair Opportunity**

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
  - a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
  - b. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
  - c. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - d. It is necessary to place an order to satisfy a minimum guarantee.
  - e. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
  - f. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
  - a. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
  - b. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
  - c. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).
3. The NITAAC ordering system, e-GOS, will automatically provide to the OCO sufficient information about qualifying contractors in each grouping to assist the OCO in determining whether to solicit the requirement under the Small Business Group, within the Historically Underutilized Business Zone (HUBZone) Group, the Service-Disabled Veteran-Owned Small Business (SDVOSB) Group, or within the Section 8(a) Group. Please note that although all contractors within a particular Group must be offered an opportunity to participate under a particular task order, there is no requirement to obtain 3 quotes as long as all contract holders within a Grouping were provided an opportunity to provide a quote. The OCO will insert the applicable clauses found in Sections I.7, I.8, and I.9 when setting aside a task order for the HUBZone, SDVOSB, or Section 8(a) Groups.

**d. Firm-Fixed Price Task Orders**

For Firm-Fixed Price (FFP) task order Request for Proposals (RFPs), the contractor will multiply the quantity of each item or labor category required against the rate listed in the pricing schedule (Tables 1 and 2 under Article

B.7) or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task. Travel and other-direct-cost (ODC), if applicable, may be estimated for each task order. Any amount negotiated for travel and ODCs, will be added to the extended price of all ordered items to arrive at the total FFP for the task order. The OCO must determine fair and reasonable pricing for all fixed-price task orders following FAR 15.4, Pricing.

**e. Cost-Reimbursement Task Orders**

A contractor interested in participating in Cost-Reimbursement (CR) type task orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to the contract by the time the task order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency, or a third-part accounting firm has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The applicable task order can include use of the contractor's most recent Defense Contract Audit Agency (DCAA)-approved provisional indirect billing and actual rates for both direct and indirect costs, or if a contractor does not have DCAA-approved rates, their indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award portion will be clearly differentiated. Such task orders will be subject to the additional clauses under FAR 16.307. The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

**f. Time-and-Materials Task Orders**

For Time-and-Materials (T&M) task order solicitations (including Labor Hour orders as defined by FAR 16.602), the contractor will multiply the quantity of hours required under each labor category against the rate listed in their price schedule (Attachment J.1) or as negotiated, such as when the contractor elects to propose lower rates for the task order or different rates to reflect specialized labor categories/labor categories with special clearances, etc. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the task order- ceiling price. The government will reimburse the contractor as provided under FAR 52.232-7, Payments under T&M and Labor-Hour Contracts (Aug 2012).

- (1) "Loaded Hourly Labor Rate" equates to "hourly rates" as defined in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012). The ceiling rates listed and any lower subsequent rates proposed in response to task order requests must be fully burdened labor rates inclusive of profit, fringe benefits, salary, and indirect costs. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M task orders issued under the GWAC for Continental United States (CONUS) locations (Note: CONUS is defined as the 48 contiguous states plus the District of Columbia).
- (2) Factors such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific task order requirements. Contractors shall explain in their task order proposals any Loaded Hourly Labor Rates that exceed the rates in the GWAC or for new proposed labor categories (see Article H.1.1 Unique Professional Skills – Task Order Level), and the OCO will determine the reasonableness of the pricing as defined in FAR 15.4, Pricing and FAR 16.601 Time and Materials Contracts. Upon request of the OCO, the contractor will be required to provide supporting documentation for such rates, which may include a cost element breakdown of each Loaded Hourly Labor Rate (including profit) in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.
- (3) The government will reimburse costs in connection with subcontracts in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012) in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the contractor's payment request to the government.
- (4) "Materials" on T&M task orders are defined under FAR 16.601, Time and Materials Contracts. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2. Materials will be reimbursed as provided under FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012). The OCO must identify a not-to-exceed materials ceiling under a separate Contract Line Item Number (CLIN) on the task order.

## **g. Incentives**

The OCO must determine fair and reasonable pricing for all Incentive task orders and develop a plan to implement and monitor an Award-Fee result detailed in FAR Part 16.4, Incentive Contracts.

### **G.7.3 Performance-Based Acquisitions Methods**

Pursuant to FAR 37.102(a)(2), the OCO must use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- a. Firm-Fixed-Price Performance-Based Task Order
- b. Performance-Based Task Order that is not Firm-Fixed-Price

### **G.7.4 Service Contract Act**

The preponderance of the GWAC's labor categories are considered bona fide executive, administrative, professional labor and are generally exempt from the Service Contract Act (SCA). To the extent that any labor is subject to the SCA and is within scope of a Task Order and the GWAC, the OCO must identify such work under a separate CLIN on the task order and apply wages as required under FAR 22.10, Service Contract Act Wage Determinations.

### **G.7.5 Pricing Arrangements**

The OCO may use all types of Fixed-Price, Cost Reimbursement, Incentive, and Time-and-Materials (T&M) pricing arrangements, as provided in FAR Part 16.

### **G.7.6 Price Reasonableness**

The OCO is responsible for the determination of cost or price reasonableness for each task order. When adequate price competition exists (see FAR 15.403-1(c)(1)), generally, no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and none of the exceptions under FAR 15.403-1(b) apply, the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

### **G.7.7 Provisions Applicable to Direct Costs**

- a. Travel will be reimbursed at actual cost and as limited in FAR 31.205.46. Contractors may apply indirect costs to travel if a part of the contractor's usual accounting practices and consistent with FAR 31.2. The OCO must identify a not-to-exceed travel ceiling under a separate contract line item number (CLIN) on the Task Order. Travel and Other Direct Costs (ODCs) will be estimated for each task order. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification. Profit on travel and ODCs is not allowable under Time and Material task orders.

#### **(The following two paragraphs are applicable to cost-reimbursement task orders):**

- b. This article will prohibit or restrict the use of contract funds, unless otherwise approved by the OCO. The following is a list of items that may be included in the resultant contract as applicable:
  1. Conferences & Meetings
  2. Food for Meals, Light Refreshments & Beverages
  3. Promotional Items
  4. Acquisition, by purchase or lease, of any interest in real property
  5. Special rearrangement or alteration of facilities
  6. Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value
  7. Travel Costs including Foreign Travel
  8. Consultant Costs
  9. Subcontract Costs
  10. Patient Care Costs
  11. Accountable Government Property
  12. Printing costs
  13. Research Funding
- c. Specific elements of cost, which normally require prior written approval of the Contracting Officer before

incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this the Task Order if the OCO has granted his/her approval prior to contract award.