



Information Technology Enterprise Solutions – 3 Services (ITES-3S) Ordering Guide

Revised: October 2026

Contractor: Bravura Information Technology Systems, Inc.

Contract Number: W52P1J-18-D-A092



**DIGITAL
MARKET**

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1. ITES-3S GENERAL INFORMATION

1.1. Background

The objective of the ITES-3S Indefinite Delivery / Indefinite Quantity (IDIQ) multiple-award contract is to meet the Army's enterprise infrastructure and infostructure goals with a full range of innovative, world-class Information Technology (IT) support services and solutions throughout Continental U.S. (CONUS) and Outside CONUS (OCONUS) locations, including warzone areas, at a fair and reasonable price. ITES-3S is a multiple award, IDIQ contract vehicle. It is the Army's primary source of IT-related services worldwide. All Department of Defense (DoD) and Federal agencies are authorized to use the contracts to satisfy their IT requirements.

Working in partnership with Prime contractors like Bravura, the Computer Hardware, Enterprise Software And Solutions (CHESS)/Digital Market team manages the contracts, in coordination with the Army Contracting Command – Rock Island (ACC-RI) Contracting Center. By using ITES-3S, customers have a flexible means of meeting IT service needs quickly, efficiently, and cost-effectively. Orders may be placed by any Contracting Officer (KO) from the aforementioned agencies. There is **no fee** to place orders against the ITES-3S contract.

1.1.1. ITES-3S Mandatory Source Effective Immediately

Effective 1 December 2020, the Army's CHESS/Digital Market program is the ***mandatory source for the purchase of commercial IT services for Army clients*** throughout CONUS and OCONUS locations, including warzone areas.

This is directed by the “*Use of the Army Computer Hardware Enterprise Software and Solutions (CHESS) Contract Vehicles to Purchase Commercial Information Technology (IT) Services*” memo released by the Deputy Assistant Secretary of the Army (Procurement) (DASA(P)) on 01 DEC 2020.

NOTE (Update): Effective immediately, all cloud services, software development, and continuous software evolution service-type contracts (e.g., labor) are no longer required to use CHESS/Digital Market, nor are they required to obtain a Statement of Non-Availability (SONA) to use a contract outside of CHESS/Digital Market. All cloud services, software development, and continuous software evolution service-type contracts/acquisitions shall follow the requirements specified in Reference 1C and report investments and spend appropriately.

The Enterprise Cloud Management Activity (ECMA) will work with DASA(P) to update Army guidance and Army Federal Acquisition Regulation Supplement (AFARS) as needed.

1.1.2. IT Approval System (ITAS) Approval & Statement of Non-Availability (SoNA)

Army customers are required to submit and receive a Command-level ITAS approval for all IT purchases to facilitate Army tracking of IT Spend. In addition, if Army customers wish to purchase outside of CHESS/Digital Market, they must obtain a SoNA from CHESS/Digital Market and a Headquarters Department of Army (HQDA)-level ITAS Approval. See the CHESS/Digital Market Frequently Asked Questions (FAQs) for further information (<https://chess.army.mil/Content/Page/FAQ>).

1.2. Contract Scope

The ITES-3S contracts encompass a full range of support services and solutions at a reasonable price. Firm Fixed Price (FFP), Time and Materials (T&M), and Cost Reimbursement (CR) Task Orders (TOs) are authorized under this contract. Contract Line Item Numbers (CLINs) cover the following services:

- IT Solution Services
- IT Subject-Matter Expert (SME)
- IT Functional Area Expert (FAE)
- Incidental Construction
- Other Direct Costs (ODCs)

- IT Solution Equipment
- Travel & Per Diem
- IT Solution Software
- IT Solution – ODCs

The types of services and solutions offered by ITES-3S fall under the following Task Areas:

- Cybersecurity Services
- IT Services
- Enterprise Design, Integration, and Consolidation Services
- Network/Systems Operation and Maintenance Services
- Telecommunications/Systems Operations and Maintenance (O&M) Services
- Business Process Reengineering (BPR) Services
- IT Supply Chain Management (SCM) Services
- IT Education & Training Services
- IT Commercial Cloud Computing

Copies of the individual ITES-3S contracts can be found on the IT e-mart portal at <https://chess.army.mil>. Services will be acquired by issuing individual TOs.

1.2.1. Commercial Cloud Computing

NOTE: All DoD and Federal Agencies may procure Commercial Cloud Computing capabilities and technical support to transition enterprise systems/applications to a commercial cloud environment. This scope includes cloud hosting, transition support, and modernization. Reference Attachment 11 of this Ordering Guide for information on specific details and resources for the preparation of inclusion.

Army clients can refer to the document entitled “*Acquisition of Cloud Guidance Version 1 – Release 17 June 2020*”. The link to this document is found on the ITES-3S landing page.

Contract types will be determined in accordance with (IAW) the Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) based on the circumstances of each order.

1.3. Team Bravura

Headquartered in Aberdeen, MD, Bravura is an ISO 9001:2015-, ISO 27001:2022-, and Cybersecurity Maturity Model Certification (CMMC) Level 2-certified Small Business (SB) that offers professional, technical, engineering, and manufacturing services to DoD, Federal, Commercial, and Foreign Ally Clients. Our portfolio of services includes Enterprise IT Support, Cyber Security, Systems Engineering & Integration, Logistics, Program / Administrative Management, Training & Development, & Persistent Surveillance / Unmanned Aerial Systems (UAS) expertise. Our team includes a cadre of trusted partners, both SBs and Large Businesses, with complementary and niche capabilities.

Please contact Team Bravura’s ITES-3S Program Management Office (PMO) Point of Contact (POC), Ms. Lauren Beward, Director of Business Development (BD), for updates on the current listing of Team Bravura’s ITES-3S subcontractors.

Prime Contractor	Contract Number	Business Type
Bravura Information Technology Systems, Inc.*	W52P1J-18-D-A092	SB

1.4. Contract Terms/Approach

Multiple individual awards were made for ITES-3S with the following contract terms and provisions:

Contract Terms	ITES-3S
Contract Maximum	• \$12.1B

Contract Terms	ITES-3S
	The contract maximum represents the total requirement for the life of the contract (including options, if exercised)
Period of Performance (PoP)	9 Years: - One 5-year base Ordering Period that began September 25, 2018 - Four 1-year Ordering Period options - PoP Year - September 25 – September 24 - General ordering period expires September 2027 - All performance at the TO level must end 12 months after the IDIQ expires, which is 24 Sep 2027; therefore, all TO performance must end on 24 Sep 2028. Update: FAR Clause 52.216-8 is hereby changed to allow for 60 months of performance after the final Ordering Period, allowing performance to be completed until 24 SEP 2032.
Pricing Structure	- FFP - T&M - CR
Labor Rates	Update: ITES-3S ceiling rates are now removed and will not apply to orders placed in previous ordering periods. The requirement for vendors to propose IAW ceiling Labor Category (LCAT) for orders placed in Option Year 2 and beyond are removed and applicable to orders placed on 25 Sep 2024 and beyond. TOs with remaining options placed in previous ordering periods are enforceable to the rates that were awarded. This change that removes ceiling rates only applies to future TOs. - Labor rates will be kept for historical purposes along with the average prices for comparison purposes only.
Performance-Based Contracting	- Mandatory method for acquiring IT services (Army) - Preferred method for acquiring IT services (all other DoD and federal agencies)
Fair Opportunity to be Considered	Subject to FAR 16.505
Ordering Guidance and Process	See Section 3 - Ordering Guidance
NAICS Code	The North American Industry Classification System (NAICS) code for this contract is 541519, "Other Computer Related Services".

1.5. Performance-Based Service Acquisition (PBSA)

PBSA is an acquisition structured around the results to be achieved as opposed to how the work is to be performed. Orders placed under ITES-3S are not required to be performance-based under all circumstances; however, policy promulgated by the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2001 (Public Law [PL] 106-398, Section 821), FAR 37.102, and FAR 16.505(a), establishes PBSA as the preferred method for acquiring services. In addition, for DoD agencies, DFARS 237.170-2 requires higher-level approval for any service acquisition that is not performance-based. Accordingly, it is expected that most ITES-3S orders will be performance-based. A Performance Work Statement (PWS) or Statement of Objectives (SOO) should be prepared to accompany the TO Request (TOR) released to the ITES-3S contractors. Please refer to t Attachments 2, 3, 4, and 5 of this Ordering Guide for further information on PBSA and specific details and resources for the preparation of a PWS or SOO.

1.6. Fair Opportunity to be Considered

IAW10 U.S. Code § 2304c(b) and FAR 16.505(b), the Ordering Contracting Officer (OCO) must provide a fair opportunity for each ITES-3S contractor to be considered on all orders exceeding \$3,500.00 unless an exception applies.

FAR 16.505, DFARS 216.5, and Chapter 3, Paragraph 6, below outline procedures on exceptions to the fair opportunity process, as well as details for consideration regarding the applicability and implementation of fair opportunity.

1.7. Situations Requiring Hardware or Software Acquisition

1.7.1. Software

In situations where it is necessary to purchase new commercial software, including preloaded software, to satisfy the requirements of a particular TO, the contractor will first be required to review and utilize available DoD Enterprise Software Initiative (ESI) agreements.

If software is not available through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source. For Army users, a SoNA is required from CHES/Digital Market when acquiring non-ESI software, regardless of the dollar value. The customer shall access the SoNA process located on the IT e-mart at <https://chess.army.mil/Content/Page/SONA>. The SoNA should be included in the TO file upon award.

For DoD users, a Non-DoD contract certification and approval is required for software buys, with the exception of Microsoft (MS) Premier software IAW DFARS 217.78. This Non-DoD documentation is required because the ESI Blanket Purchase Agreements (BPAs) are established against General Services Administration (GSA) IDIQs.

1.7.2. Related Incidental Commercial-off-the-Shelf (COTS) Hardware and Software

If related incidental hardware and software are required for a particular TO, CHES/Digital Market contracts are the preferred source of supply. For Army users, CHES/Digital Market is the mandatory source for hardware and software IAW AFARS 5139.101.

Army customers are required to procure COTS IT products through CHES/Digital Market. The vendor must attempt to submit a Request for Quote (RFQ) on behalf of the customer. A Letter of Authorization (LOA) is required prior to an RFQ submission. OCOs are responsible for obtaining an LOA for vendors to purchase on their behalf of their organization. This requirement is applicable to any TOs that use Army Funds or are purchasing on behalf of the Army. The listing of COTS hardware and software available from CHES/Digital Market sources can be viewed on the CHES IT e-mart at <https://chess.army.mil>.

NOTE: Please see the CHES/Digital Market ITES-3S Contracts Page for the LOA template. <https://chess.army.mil/Contract/Program?Name=ITES-3S>

If it is determined that CHES/Digital Market contracts do not meet the organizational requirements or if it is determined the products must be purchased from another source, the customer must submit a request for a SoNA, regardless of dollar value. The customer can obtain access to the SoNA process on the CHES IT e-mart at <https://chess.army.mil/Content/Page/SONA>. The SoNA should be included in the TO file upon award.

2. ITES-3S ROLES AND RESPONSIBILITIES

The following section summarizes the roles and responsibilities for the primary organizations in the ITES-3S contract process.

2.1. ACC-RI

The ACC-RI Procuring Contracting Officer's (PCO) roles and responsibilities are as follows:

- Serves as the PCO, maintaining overall contractual responsibility for the ITES-3S contracts. All orders issued are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any order or the Ordering Guide.
- Provides advice and guidance to Requiring Activities (RAs), OCOs, and contractors regarding contract scope, acquisition regulation requirements, and contracting policies.
- Approves and issues modifications for the base ITES-3S contract.
- Represents the KO position at various contract-related meetings.

2.2. CNESS/Digital Market

The CNESS/Digital Market organization's roles and responsibilities are as follows:

- Serves as RA/Administrative COR (ACOR) for this acquisition.
- Maintains the CNESS IT e-mart, a **no-fee** flexible procurement strategy through which an Army user may procure COTS IT hardware, software, and services.
 - The CNESS IT e-mart website is available at <https://chess.army.mil>.
- With support from the Information Systems Engineering Command, Technology Integration Center, CNESS/Digital Market assists Army organizations in defining and analyzing requirements for meeting the Army's enterprise infrastructure and infostructure goals.
- Works with other RAs, including those outside of the Army, to help them understand how ITES-3S can best be used to meet their enterprise requirements.
- Conducts periodic meetings with the prime contractors, e.g., In-Process Review (IPR), as needed to ensure requirements (e.g., approved DoD standards) are understood.

2.3. Requiring Activity (RA)

RA is defined as any organizational element within the Army, DoD, or other Federal Agency. The RA's roles and responsibilities are as follows:

- Adheres to the requirements and procedures defined in the ITES-3S contract and these ordering guidelines.
- Defines requirements.
- Prepares TO requirements packages.
- Funds the work to be performed under ITES-3S orders.
- Provides personnel to evaluate proposals submitted.
- Provides past performance assessments.
- Monitors and evaluates contractor performance.

2.4. OCO

The OCO's roles and responsibilities are as follows:

- OCOs within the Army, DoD, and other Federal agencies are authorized to place orders within the terms of the contract and within the scope of their authority.
- Not authorized to make changes to the contract terms and/or conditions. The OCO's authority is limited to the individual orders.
- Serves as the interface between the contractor and the Government for individual orders issued under ITES-3S contracts.
- Responsible for determining if bundling of requirements (see FAR 2.101) follows FAR 7.107.

- Responsible for determining whether consolidation of requirements, compliance, and approval are performed IAW DFARS 207.170.
- Responsible for requesting, obtaining, and evaluating proposals/quotations and for obligating funds for orders issued.
- The OCO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.
- Responsible for identifying when Earned Value Management System (EVMS) is applicable at the TO level IAW DFARS 252.234-7002.

2.5. OCO's Representative (OCOR)

The TO OCOR's roles and responsibilities are as follows:

- OCORs at the TO level will be designated by letter of appointment from the OCO.
- Serves as the focal point for all task activities and primary POC with the contractors.
- Provides technical guidance in direction of the work; not authorized to change any of the terms and conditions of the contract or order.
- Shall use the measures and standards set forth in the Quality Assurance Surveillance Plan (QASP) to assess contractor performance, ensuring the quality of services required by the TO are met.
- Obtains required COR training.

NOTE: DoD Instruction (DoDI) 5000.72 provides the DoD standards for COR certification: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/500072p.pdf?ver=2018-09-26-083124-387>

2.6. Team Bravura

The principal role of Team Bravura is to perform services and/or deliver related products that meet requirements and/or achieve objectives/outcomes described in orders issued under the ITES-3S contracts.

2.7. Ombudsman

IAW FAR 16.505(b), ITES-3S contractors that are not selected for award under a TO competition may seek independent review by the designated ITES-3S ordering agency's Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors to ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures set by this contract and regulation. The ACC-RI Ombudsman will review complaints from contractors on all TOs issued by ACC-RI. The Ombudsman for TOs **not issued by ACC-RI** will be the Ombudsman that supports the OCO. The designated Ombudsman for ITES-3S TOs issued by ACC-RI is:

Rachel M. Phelps
ACC-RI
ATTN: CCRI-OE
3055 Rodman Ave.
Rock Island, IL 61299-8000
309-782-0281
rachel.m.phelps2.civ@army.mil

NOTE: IAW Section 835 of the NDAA for FY 2017 (codified as FAR 16.505(a)(10)), the U.S. Government Accountability Office (GAO) will entertain a protest filed for delivery orders valued in excess of \$25M. The \$25M threshold applies to DoD, the National Aeronautics & Space Administration (NASA), and the U.S. Coast Guard (USCG). The threshold for all other agencies is \$10M. Procedures for protest are found at Title 4 Code of Federal Regulations Part 21 (GAO Bid Protest Regulations).

3. ITES-3S ORDERING GUIDANCE

3.1. General

Ordering is decentralized for all ITES-3S requirements. Ordering under the contracts is authorized to meet the needs of the Army, DoD, and other Federal agencies. No approvals, coordination, or oversight are imposed by the PCO on any OCO. OCOs are empowered to place orders IAW the terms and conditions of the ITES-3S contracts, ITES-3S ordering guidelines, the FAR, DFARS (as applicable), and the OCO's individual agency procedures.

The PCO will not make judgments or determinations regarding orders awarded under the ITES-3S contracts by an OCO. All issues must be resolved IAW with individual agency procedures and/or oversight.

Upon request, the PCO is available to provide guidance to OCOs executing orders under the ITES-3S contracts.

The CHES IT e-mart (<https://chess.army.mil>) is available to support price comparisons among all ITES-3S awardees and solicit competitive quotes. Only services and related incidental hardware/software items may be released on the CHES IT e-mart. Hardware/software-only items must be solicited on Army Desktop & Mobile Computing 3 (ADMC-3) or ITES-3H (Hardware). The OCO will initiate the TOR process by issuing a TOR to all awardees via the CHES IT e-mart. OCOs **MUST** issue the Request for Proposal (RFP)/TORs via the CHES IT e-mart.

When posting an RFP/TOR, RAs may not simply submit an ITES-3S contractor's quote as an RFP/TOR. This is considered contractor proprietary information.

When posting a TOR, the issuing POC must include specific delivery instructions for proposal responses. Contractors will indicate their interest via CHES IT e-mart; however, proposal packages may be delivered by the means identified in the TOR.

3.2. Pricing

Pursuant to this contract, all TOs awarded on an FFP or T&M basis must be priced IAW the pricing set forth in the Labor Rate Table (*Reference contractors' ITES-3S Price Matrix, Section J, Attachment 3*). The labor rates in the labor rate table reflect the fully burdened composite rates for each LCAT and will apply to all direct labor hours. The composite rates include separate rates for work performed at the contractor site and work performed at the Government site for each LCAT. An ITES-3S contractor may propose labor rates that are lower than those specified in its Labor Rate Table but shall not exceed the labor rates in its Labor Rate Table.

CR TOs are allowable under ITES-3S. CR TOs are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price TO. A CR TO may be used only when the contractor's accounting system is adequate for determining costs applicable to the TO and appropriate Government surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used.

The Government's minimum requirements for each LCAT are identified in the ITES-3S LCAT Descriptions. Contractors may augment their LCATs and job descriptions on a TO basis. If a contractor decides to augment an LCAT, the labor type and cost shall not change. Augmenting an LCAT is not defined as adding a new LCAT. TO proposals shall be limited to only those LCATs contained within the base contract. The contractor may propose to the Government, at its discretion, additional LCATs and job descriptions within the scope of ITES-3S. The PCO is the only official authorized to add an LCAT to the base contract via contract modification.

Unlike other LCATs, the IT SME, IT FAE, and incidental construction categories may only be used if no other LCAT can satisfy the requirement. If the ITES-3S contractor proposes these categories when not directed by the OCO, no fee or profit is allowed. OCOs are discouraged from directing the use of FAEs and

SMEs. However, if the OCO deems it necessary to direct the ITES-3S contractor to propose these categories, a fixed fee of 3% is allowable. ITES-3S contractors are required to seek and obtain approval from the OCO for the use of these categories when proposed in a TO. There is no fixed labor rate associated with the SME, FAE, and incidental construction categories.

NOTE: Service Contract Labor Standards (SCLS): The preponderance of ITES-3S LCATs are considered bona fide executive, administrative, professional, and/or computer 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 TO and the IDIQ, the OCO must identify such work under a separate CLIN on the TO and apply wages as required under FAR Subpart 22.10, SCLS. The IDIQs do not include all applicable flow-down clauses for LCATs subject to the SCLS. Each TO must be tailored to include the appropriate clauses.

3.3. Small Business (SB) Set Aside

- The following clauses only apply at the order level when the requirement has been set aside for SBs:
- ○ 52.219-3 - Notice of Historically Underutilized Business Zone (HUBZone) Set-Aside or Sole Source Award (Nov 2011)
 - 52.219-6 - Notice of Total SB Set-Aside (Nov 2011) with Alternate I
 - 52.219-13 - Notice of Set-Aside of Orders (Nov 2011)
 - 52.219-14 - Limitations on Subcontracting (Nov 2011)
 - 52.219-27 - Notice of Service-Disabled Veteran-Owned SB (SDVOSB) Set-Aside (Nov 2011)
 - 52.219-29 - Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned SB (EDWOSB) Concerns (Dec 2015)
 - 52.219-30 - Notice of Set-Aside for, or Sole Source Award to, Women-Owned SB (WOSB) Concern Eligible Under the WOSB Program (Dec 2015)

NOTE: The Limitations on Subcontracting clause only applies at the TO level. SBs may compete on unrestricted TOs without having to meet the requirements of the Limitations on Subcontracting clause.

The ITES-3S contract does not have a specific reserve for 8(a) participants nor any of the applicable clauses. Accordingly, there is no built-in mechanism to offer the SB Administration (SBA) a TO for inclusion in the 8(a) program. Therefore, it is not possible to set aside an award for 8(a) vendors, nor is it possible to award sole source to an 8(a) vendor.

3.4. Order Forms and Numbering

An appropriate order form (Defense Department (DD) Form 1155, Order for Supplies or Services, or Non-DoD Federal agencies' equivalent) shall be issued for each TO. The use of Government credit cards is also authorized IAW applicable rules and procedures. TOs may be issued via telephone, fax, e-mail, postal mail, or via the CHES IT e-mart.

3.5. Delivery Requirements

Delivery of services shall be IAW individual orders.

3.6. Security Considerations

The level of classified access will be incorporated into individual TOs as necessary. If determined necessary based on the level of classification, a DD Form 254, Contract Security Classification Specification, should be prepared and included in the TOR and resulting order.

3.7. Fair Opportunity to be Considered

IAW FAR 16.505(b)(2), for all orders exceeding \$3,500.00, the OCO shall give every ITES-3S contractor a fair opportunity to be considered for a TO unless one of the exceptions to fair opportunity applies (*See*

paragraph below for further discussion of exceptions). The OCO must consider all ITES-3S contractors for the work though they are not necessarily required to contact any of them. The OCO must document their rationale if applying one of the exceptions to fair opportunity; however, no special format is required. All orders exceeding \$250K for DoD agencies must be placed on a competitive basis IAW FAR 16.505 unless a written waiver is obtained, using the limited sources Justification and Approval (J&A) format in FAR 16.505(b)(2)(ii)(B). The OCO should refer to their agency's approval authorities for placing orders on "other than a competitive" basis. This competitive basis requirement applies to all orders by, or on behalf of, the DoD. Non-DoD agencies shall comply with their own agency's procedures.

For orders by, or on behalf of, the DoD in excess of \$250K, the requirement to place orders on a competitive basis is met only if the OCO:

- Provides a notice of intent to purchase to every ITES-3S contractor, including a description of work to be performed and the basis upon which the selection will be made; and
- Affords all ITES-3S contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

Exceptions to Fair Opportunity:

As provided in FAR 16.505(b)(2), the OCO may waive the requirement to place an order on a competitive basis with a written Limited Sources J&A if one of the following circumstances applies:

- The agency's need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays. Use of this exception requires a justification that includes reasons why the ITES-3S processing time will result in an unacceptable delay to the agency. The justification should identify when the effort must be completed and describe the harm to the agency caused by such a delay.
- Only one contractor is capable of providing the needed supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized. Use of this exception should be rare. When using this exception, explain: (1) what is unique or highly specialized about the supply or service, and (2) why only the specified contractor can meet the requirement.
- 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 these contracts, provided that all awardees were given a fair opportunity to be considered for the original order.
- A statute expressly authorizes or requires that the purchase be made from a specified source.

FAR 16.505(b)(1)(ii) provides that the OCO is not required to contact each of the awardees if information is available that will ensure each ITES-3S awardee is provided a fair opportunity to be considered for each order.

The OCO must follow their agency's procedures for documenting the process and rationale for selection of the awardee for each TO. At a minimum, the OCO must document the selection to include price consideration.

3.8. Ordering Procedures

TOR:

- The RA prepares the TOR package and submits it to the OCO. Ordering Guide Attachment 1 is an example of a TO checklist.

NOTE: When submitting requests, please ensure that the customer and/or site address is correct and includes as much information as possible to allow for an accurate proposal (i.e. serial numbers, manufacturer/part numbers, quantities, whether the requirement is a renewal or new requirement, customer ID number, contract numbers, renewal contract number, or other type of account identifier).

At a minimum, the package should contain the following:

- **Statement of Work (SOW), PWS, or SOO:** The RA may select from these work statements, depending on their specific requirements; however, performance-based orders must be used to the maximum extent possible for services as required by FAR 37.102 and FAR 16.505(a) (*See Ordering Guide Attachment 2*).
 - Specific formats have been developed to streamline the processing time. See examples of the SOW at Ordering Guide Attachment 3; the PWS at Ordering Guide Attachment 4; and the SOO at Ordering Guide Attachment 5.
 - The PWS identifies the technical, functional, and performance characteristics of the Government's requirements. The PWS describes the work in terms of the purpose of the requirement to be performed rather than either "how" the work should be accomplished or the number of hours that must be provided.
 - The SOO is an alternative to the PWS. It is a very brief document (commonly 2-10 pages, depending upon complexity, although there is no maximum or minimum required length) that summarizes key agency goals and outcomes to which contractors must respond. It is different from a PWS in that, when a SOO is used, offerors are asked to develop and propose a PWS as part of their solution. Typically, SOO responses would also propose a technical approach, performance standards, incentives/disincentives, and a QASP based upon commercial practices.
 - At a minimum, a SOO must contain the following information:
 - Purpose
 - Scope or mission
 - PoP and performance location
 - Background
 - Performance objectives (i.e., required results)
 - Any operating constraints
 - Upon award, the winning offeror's solution to the SOO should be incorporated into the resulting TO. The SOO itself is not part of the TO.
- **Funding Document:** ITES-3S Orders are funded by the OCO's RA. Individual OCOs should provide specific instructions as to the format and content.
- **Independent Government Cost Estimate:** The estimate will assist the OCO in determining the reasonableness of the contractors' cost and technical proposals. The estimate is for Government use only and should not be made available to the ITES-3S contractors.
- **Basis for TO Award:** The OCO, in conjunction with the RA, develops the evaluation criteria that form the basis for TO award. Whether the award will be based on Lowest Price, Technical Acceptability (LPTA) or Best Value Trade-Off (BVTO), the criteria should be provided to the contractor. If the award is based on BVTO, evaluation factors and significant sub factors that will affect contract award and their relative importance should be shown. Ordering Guide Attachment 6, Proposal Evaluation Plan, has been developed as a recommended format for documenting the basis for award.

3.8.1. TOR Preparation

The OCO will issue a TOR to all ITES-3S contractors for orders exceeding \$3,500.00. The request will include a transmittal letter identifying the TO strategy, contract type, proposal receipt date and time, estimated contract start date, PoP, and any other related information not contained elsewhere; the appropriate work statement; instructions for submission of a technical and cost/price proposal and selection criteria/basis for award; any special requirements (i.e., security clearances, travel, special knowledge); and other information deemed appropriate for the respective order. Ordering Guide Attachment 7 contains a recommended memorandum requesting proposals, and Ordering Guide Attachment 8 contains sample instructions/basis for award.

- Recommend a submission date of 10 calendar days after issuing a TOR for receipt of proposals; however, the scope and complexity of the TO should be considered when determining proposal due date.
- If unable to perform a requirement, the contractor 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 unable to perform (e.g., conflict of interest, not an authorized reseller, etc.).
- In responding to proposal requests that include a requirement to provide products as part of an overall IT services solution, ITES-3S contractors are expected to use CHES/Digital Market hardware contracts as preferred sources of supply. Other sources may be proposed but will require justification by the contractor and the approval of the OCO. In addition, contractors are expected to facilitate maximum utilization of ESI source software.
- The CHES IT e-mart has the capability to include up to five attachments per proposal. If contractors are to submit a proposal greater than five attachments and the OCO is allowing the contractor to email the balance of the attachments, the OCO is expected to state which attachments are to be submitted through the e-mart.

3.8.2. Evaluation Criteria

All evaluation criteria must be identified and clearly explained in the TOR. The TOR must also describe the relative importance of the evaluation criteria. The OCO, in conjunction with the RA, may consider the following evaluation criteria (*price or cost must be a factor in the selection criteria*) to evaluate contractors’ proposals:

Technical/Management Approach:

- Understanding of the requirement.
- Technical and management approach.
- Staffing plan (e.g., skill mix, personnel experience or qualifications and availability of personnel, performance location).
- Areas of expertise.
- Past performance on prior TOs under this contract (e.g., approach, personnel, responsiveness, timeliness, quality, and cost control) (**NOTE:** If practicable, automated systems such as Past Performance Information Management System or Past Performance Information Retrieval System [PPIRS] should be utilized in lieu of requesting past performance information from the contractors).
- Current distribution of workload.
- Knowledge of the customer’s organization.
- Teaming arrangements (including subcontracting).
- Security (including clearance level).
- Performance-based approach.
- Other specific criteria as applicable to the individual TO.

3.8.3. Cost/Price

This part of the proposal will vary depending upon the contract type planned for the TO. It should include detailed cost/price amounts of all resources required to accomplish the TO (labor hours, rates, travel, etc.). The contractor may not exceed the labor rates specified in its respective contract’s ITES-3S Price Matrix, Section J, Attachment 3. However, the contractor is permitted to propose labor rates that are lower than those established in the Labor Rate Table. The contractor 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 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 fixed rates in Labor Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below.

- **FFP and T&M.** The proposal shall identify LCATs IAW the ITES-3S Price Matrices and the number of hours required for performance of the task. The proposal must identify and justify use

of all non-labor cost elements. It must also identify any Government-Furnished Equipment (GFE) and/or Government Furnished-Information (GFI) required for task performance. If travel is specified in the TOR, airfare 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/price proposal. Other information should be provided as requested in the proposal request.

- **CR.** Both “sanitized” and “unsanitized” cost/price proposals will be required for CR-type TOs only. “Unsanitized” cost proposals are complete cost proposals that 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 OCO, while sanitized proposals may be provided to the evaluator(s) and other personnel involved in the procurement. Cost/price proposals shall include, at a minimum unless otherwise indicated in the TOR, a complete Work Breakdown Structure (WBS) that coincides with the detailed technical approach and provides proposed LCATs, hours, wage rates, direct/indirect rates, ODCs, and fees. CR proposals shall be submitted IAW FAR clause 52.215-20 “Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.”

3.8.4. Evaluation

If a “mini-competition” is being conducted, a panel of evaluators should be appointed to review the proposals submitted by ITES-3S contractors. For each non-price evaluation factor, the evaluators should identify strengths and weaknesses in the proposals and should assign an adjectival rating (e.g., Outstanding, Good, etc.) for each non-price factor. The evaluators’ findings should be documented in a written evaluation report. The price factor should be evaluated independently from the non-price factors. Individuals who are evaluating non-price aspects of the proposal should not have access to pricing information while performing their evaluations. Evaluations must be conducted fairly and IAW the selection criteria in the solicitation. After an initial evaluation of proposals, negotiations (discussions) may be held. Refer to FAR Part 15 for general guidance on the proper conduct of discussions.

3.8.5. Award

Once evaluations are completed, an authorized selection official must make an award decision and document the rationale for their decision. Prior to making a decision, copies of all evaluations must be forwarded to the selection official for their review and consideration. Ordering Guide Attachment 9 is an example of the Selection Recommendation Document.

The Selection Recommendation Document is signed by the selection official and forwarded to the OCO. This form can also be used to document an exception to the fair opportunity requirements.

At a minimum, the following information shall be specified in each TO Award:

- Date of order.
- POC (name), commercial telephone and fax numbers, and e-mail address.
- OCO’s commercial telephone number and e-mail address.
- Description of the services to be provided, quantity unit price and extended price, or estimated cost and/or fee (TO INCLUDE THE CLIN FROM PART B). The work statement should be attached; the contractor’s proposal may be incorporated by reference.
- Delivery date for supplies.
- Address and place of performance.
- Packaging, packing, and shipping instructions, if any.
- Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN) [Defense Finance and Accounting Service (DFAS) requires an ACRN(s) on all orders.).
- Specific instructions regarding how payments are to be assigned when an order contains multiple ACRNs.
- Invoice and payment instructions.

- Any other pertinent information.

IAW 10 U.S. Code § 2304c(d) and FAR 16.505(a)(10), the ordering agency's award decision on each order is generally not subject to protest under FAR Subpart 33.1 except for a protest that an order increases the scope, period, or maximum value of the contract. In lieu of pursuing a bid protest, ITES-3S contractors may seek independent review by the designated Ombudsman. The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract. The designated Ombudsman is identified in Chapter 2, paragraph 7, of these guidelines.

The executed order will be transmitted via fax, e-mail, or by verbal direction from the OCO. If verbal direction is given, written confirmation will be provided within 5 working days.

After award, timely notification shall be provided to the unsuccessful offerors and will identify, at a minimum, the awardee and award amount.

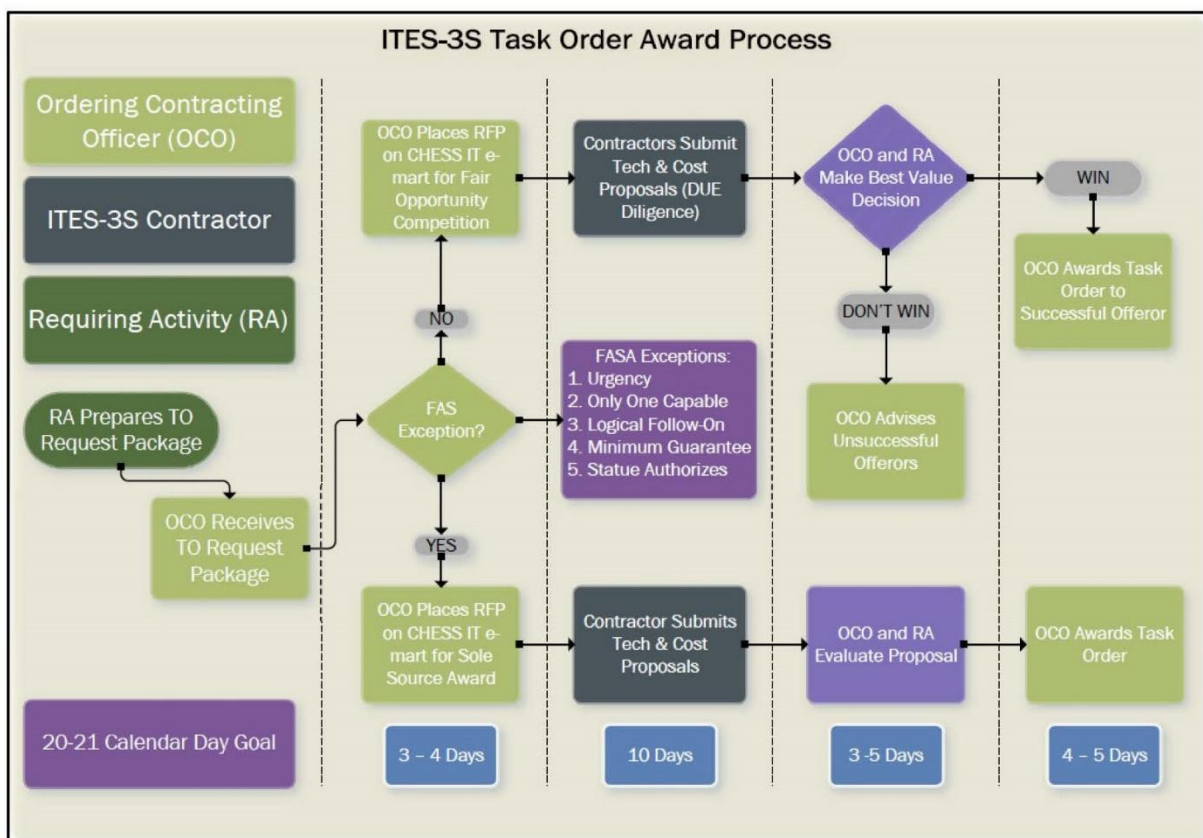


Figure 3.8.5-1. ITES-3S TO Award Process

3.8.6. Post Award Debriefing

Under 10 USC § 2305(b)(5), unsuccessful offerors in competitions for TOs exceeding \$5.5M have the right to a post-award debriefing if they meet certain request deadline requirements. The deadline requirements can be found in FAR 15.506(a)(1). Under FAR 15.506(a)(4)(i), untimely debriefing requests may be accommodated, and 15.506 is not limited to unsuccessful offerors. Timely requests for a post-award debriefing for TOs meeting the threshold listed above must be honored, and their debriefings must meet the requirements of FAR 15.506. KOs are encouraged to provide debriefings to untimely offerors under competitions exceeding \$5.5M and to offer a debriefing to all other offerors under TO competitions, even those valued below the mandatory threshold described above. Non-mandatory debriefings should follow

all of the requirements in FAR 15.506(d), (e), and (f). Debriefings may be performed orally, in writing, or by any method acceptable to the KO.

3.8.7. Evaluation of Contractor's TO Performance

At TO completion, the ITES-3S contractor submits a request for a performance evaluation to the TO COR or their designated representative. The COR or their designated representative shall complete these evaluations for each TO, regardless of dollar value, within 30 days of completion. Performance evaluations shall also be completed annually for orders that have a PoP greater than 1 year in length. Annual performance evaluations shall be completed within 30 days of TO renewals.

Performance evaluations may also be done, as otherwise considered necessary, throughout the duration of the order (but generally no more than quarterly). The performance evaluations will be located on the CHES IT e-mart when all performance on the contract is completed. Interim Contractor Performance Assessment Reviews (CPARs) must be performed on deliveries/performance exceeding 18 months. A CPAR should contain past performance information that is current and relevant information for future source selection purposes. It includes the contractor's record of conforming to contract requirements, standards of good workmanship, forecasting and controlling costs, adherence to contract schedules, administrative aspects of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of the customer.

GLOSSARY

Acronym	Definition
A	
AAMBO	Army Application Migration Business Office
ACC-RI	Army Contracting Command – Rock Island
ACOR	Administrative Contracting Officer Representative
ACRN	Accounting Classification Reference Number
ADMC	Army Desktop & Mobile Computing
AFARS	Army Federal Acquisition Regulation Supplement
B	
BD	Business Development
BPA	Blanket Purchase Agreement
BPR	Business Process Reengineering
BVTO	Best Value Trade-Off
C	
CC SRG	Cloud Computing Security Requirements Guide
CHESS	Computer Hardware Enterprise Software and Solutions
CLINs	Contract Line Items
CMMC	Cybersecurity Maturity Model Certification
CONUS	Continental United States
COR	Contracting Officer’s Representative
COTS	Commercial Off-the-Shelf
CPARS	Contractor Performance Assessment Review System
CR	Cost Reimbursement
CSO	Cloud Service Offering
CSP	Cloud Service Provider
D	
DASA(P)	Deputy Assistant Secretary of the Army (Procurement)
DD	Defense Department
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance & Accounting Service
DoD	Department of Defense
DoDI	Department of Defense Instruction
DSN	Defense Switched Network
E	
ECMA	Enterprise Cloud Management Activity
ECMO	Enterprise Cloud Management Office
EDWOSB	Economically Disadvantaged Woman-Owned Small Business
ESI	Enterprise Software Initiative
EVMS	Earned Value Management System
F	
FAE	Functional Area Expert

Acronym	Definition
FAQ	Frequently Asked Question
FAR	Federal Acquisition Regulation
FASA	Federal Acquisition Streamlining Act
FedRAMP	Federal Risk & Authorization Management Program
FFP	Firm-Fixed-Price
FIPS	Federal Information Processing Standards
FY	Fiscal Year
G	
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GSA	General Services Administration
H	
HQDA	Headquarters Department of Army
HUBZone	Historically Underutilized Business Zone
I	
IaaS	Infrastructure as a Service
IAW	In Accordance With
IDIQ	Indefinite Delivery/Indefinite Quantity
IL	Impact Level
IPR	In-Process Review
IT	Information Technology
ITAS	Information Technology Approval System
ITES-3H	Information Technology Enterprise Solutions – 3 Hardware
ITES-3S	Information Technology Enterprise Solutions – 3 Services
J	
J&A	Justification & Approval
K	
KO	Contracting Officer
L	
LCAT	Labor Category
LOA	Letter of Authorization
LPTA	Lowest Price Technically Acceptable
M	
MS	Microsoft
N	
NAICS	North American Industry Classification System
NASA	National Aeronautics & Space Administration
NDAA	National Defense Authorization Act
NIST	National Institute of Standards & Technologies
O	
OCO	Ordering Contracting Officer

Acronym	Definition
OCONUS	Outside of the Continental United States
OCOR	Ordering Contracting Officer Representative
ODC	Other Direct Costs
O&M	Operations & Maintenance
OMA	Operations & Maintenance, Army
P	
PA	Provisional Authorization
PaaS	Platform as a Service
PBSA	Performance-Based Service Acquisition
PCO	Procurement Contracting Officer
PL	Public Law
PMO	Program Management Office
POC	Point of Contact
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
PWS	Performance Work Statement
Q	
QASP	Quality Assurance Surveillance Plan
R	
RA	Requiring Activity
RFP	Request for Proposal
RFQ	Request for Quote
S	
SaaS	Software as a Service
SB	Small Business
SBA	Small Business Administration
SCA	Service Contract Act
SCLS	Service Contract Labor Standards
SCM	Supply Chain Management
SDVOSB	Service-Disabled Veteran-Owned Small Business
SME	Subject Matter Expert
SoNA	Statement of Non-Availability
SOO	Statement of Objectives
SOW	Statement of Work
T	
T&M	Time and Materials
TO	Task Order
TOR	Task Order Request
U	
UAS	Unmanned Aerial System
USCG	U.S. Coast Guard
W	

Acronym	Definition
WOSB	Woman-Owned Small Business

ATTACHMENT 1: ITES-3S SAMPLE TOR CHECKLIST AND INSTRUCTIONS

This form constitutes a request for contract support under the ITES-3S contracts. The Requiring Activity (RA) shall complete this form, together with the associated Ordering Guide attachments, and forward the entire package to the appropriate Ordering Contracting Officer (OCO) for processing.

Task Order (TO) Title:
RA Point of Contact (POC): <i>(Include name, title, organization, commercial and Defense Switched Network (DSN) phone numbers for voice and fax, and e-mail address.)</i>
Designated Order Contracting Officer Representative (COR): <i>(Include name, title, organization, commercial and DSN phone numbers for voice and fax, and e-mail address. If same as block 2, type "same".)</i>
Attachments Checklist: <i>(Complete package must include the following items. Send files electronically via e-mail or fax to the OCO.)</i> ☐ Work Statement (check one) ☐ Statement of Work (SOW) ☐ Performance Work Statement (PWS) [includes Quality Assurance Surveillance Plan (QASP)] ☐ Statement of Objectives (TOR) ☐ Funding Document(s) (scanned or other electronic version is preferable) ☐ Independent Government Cost Estimate ☐ Proposal Evaluation Plan Bundling Determination (if needed) ☐ Consolidation Determination (if needed) ☐ Justification for Work Statement that is not Performance-Based ☐ TO Unique Defense Department (DD) Form 254 (only if security requirements)
TO Information:
Contract Type: <i>(check one) [NOTE: Time and Materials (T&M) and Cost Reimbursement (CR) contract types require justification in accordance with (IAW) Federal Acquisition Regulation (FAR). The OCO makes the final determination of which order type is in the best interest of the government].</i> ☐ Firm Fixed Price (FFP) [no justification required] ☐ CR (provide justification in the box, below) ☐ T&M (provide justification in the box, below)
Rationale: <i>(T&M and CR contract types require justification IAW FAR.)</i>
Federal Acquisition Streamlining Act (FASA) Exception: <i>(If citing a FASA exception to fair opportunity competition, designate it below with a justification.)</i> FASA Exception Justification: ☐ The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays. ☐ Only one such contractor is capable of providing services required at the level of quality required because they are unique or highly specialized. ☐ The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under this contract, provided that all ITES-3S contractors were given a fair opportunity to be considered for the original order. ☐ A statute expressly authorizes or requires that the purchase be made from specified source.

Order COR Training Certification: Army TO CORs are required to have COR training prior to appointment IAW paragraph 1.7 of the Army Contracting Command (ACC) Acquisition Instruction. Appendix A of the ACC Acquisition Instruction contains a list of ACC-approved training courses. Refer to:
https://arc.army.mil/COR/CORHandbooks_SelfServe.aspx

Order COR Training Certification Date:

ATTACHMENT 2: PERFORMANCE-BASED SERVICE ACQUISITION (PBSA)

1. GENERAL

Performance-Based Service Acquisition (PBSA) is the preferred method of contracting for services and supplies. PBSA means an acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. Essential elements of PBSA include:

- Performance requirements, expressed in either a Performance Work Statement (PWS) or Statement of Objectives (SOO). Performance requirements should be described in terms of what the required output is and should not specify how the work is to be accomplished;
- Performance standards or measurements, which are criteria for determining whether the performance requirements are met;
- Appropriate performance incentives, either positive or negative; and
- A surveillance plan that documents the Government's approach to monitoring the contractor's performance.

These elements are discussed further below.

2. POLICY

FAR 37.102 has established the policy to use a PBSA approach, to the maximum extent practicable, for all services. Services exempted from this policy include architect-engineer, construction, utility, and services that are incidental to supply purchases. Use of any other approach must be justified to the Ordering Contracting Officer (OCO). For Defense agencies, Defense Federal Acquisition Regulation Supplement (DFARS) 237.170-2 requires higher-level approval for any acquisition of services that is not performance-based.

3. CONTRACT TYPE

The order of precedence set forth in FAR 37.102(a)(2) must be followed for all Task Orders (TOs). It is:

- A Firm Fixed Price (FFP), performance-based contract or TO.
- A performance-based contract or TO that is not FFP.
- A contract or TO that is not performance-based.

Requiring Activities (RAs) should use the contract type most likely to motivate contractors to perform at optimal levels. FFP is the preferred contracting type for PBSA. Work statements should be developed in sufficient detail to permit performance on a fixed-price basis.

4. PWS

The PWS identifies the technical, functional, and performance characteristics of the Government's requirements. 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. The format for the PWS is similar to the traditional Statement of Work (SOW). In addition, the PWS will include performance standards, incentives, and a Quality Assurance Surveillance Plan (QASP).

4.1. Performance Standards/Metrics

Reflects level of service required by the Government to meet performance objectives. Standards may be objective (e.g., response time) or subjective (e.g., customer satisfaction). They must also:

- Use commercial standards where practicable (e.g., ISO 9000)
- Ensure the standard is needed and not unduly burdensome
- Must be measurable, easy to apply, and attainable

If performance standards are not available, the PWS may include a requirement for the contractor to provide a performance matrix as a deliverable to assist in the development of performance standards for future TOs.

4.2. Performance Incentives

Incentives may be positive or negative and monetary or non-monetary.

NOTE: If a financial incentive is promised, ensure that adequate funds are available at time of TO award to pay incentives that may be earned.

Examples of monetary incentives include:

- Incentive Fees.
- Share-in-Savings.
- A negative incentive can be included if the desired results are not achieved (deduction should be equal to the value of the service lost).

Examples of non-monetary incentives include:

- Revised Schedule.
- Positive Performance Evaluation.
- Automatic Extension of Contract Term or Option Exercise.
- Lengthened Contract Term (Award Term Contracting) or Purchase of Extra Items (Award Purchase).

4.3. QASP

The QASP is a plan for assessing contractor performance to ensure compliance with the Government's performance objectives. It describes the surveillance schedule, methods, performance measures, and incentives.

- The level of surveillance should be commensurate with the dollar amount, risk, and complexity of the requirement.
- Do not inspect the process, just the outputs.
- QASP is included as part of the PWS.

A PWS sample format, including a QASP, is provided as Ordering Guide Attachment 4.

5. SOO

The SOO is an alternative to the PWS. It is a very brief document (commonly two to 10 pages, depending upon complexity, although there is no maximum or minimum length) that summarizes key agency goals and outcomes to which contractors respond. It is different from a PWS in that, when a SOO is used, offerors are asked to develop and propose a PWS as part of their solution. Typically, offerors would also propose a technical approach, performance standards, incentives/disincentives, and a QASP based upon commercial practices. At a minimum, a SOO must contain the following information:

- Purpose
- Scope or Mission
- Period and Place of Performance
- Background
- Performance Objectives (i.e., required results)
- Any Operating Constraints

Upon award, the winning offeror's solution to the SOO should be incorporated into the resulting TO. The SOO itself is not part of the TO.

An SOO sample format is provided as Ordering Guide Attachment 5.

ATTACHMENT 3: FORMAT FOR STATEMENT OF WORK EXAMPLE

See FAR Part 8, Subpart 8.405-2.

https://www.acquisition.gov/far/part-8#FAR_8_405_2

8.405-2 Ordering procedures for services requiring a statement of work.

(a) General. Ordering activities shall use the procedures in this subsection when ordering services priced at hourly rates as established by the schedule contracts. The applicable services will be identified in the Federal Supply Schedule publications and the contractor's pricelists. For establishing BPAs and for orders under BPAs see 8.405-3.

(b) Statements of Work (SOWs). All Statements of Work shall include a description of work to be performed; location of work; period of performance; deliverable schedule; applicable performance standards; and any special requirements (e.g., security clearances, travel, special knowledge). To the maximum extent practicable, agency requirements shall be performance-based statements (see subpart 37.6).

(c) Request for Quotation procedures. The ordering activity must provide the request for quotation (RFQ), which includes the statement of work and evaluation criteria (e.g., experience and past performance), to schedule contractors that offer services that will meet the agency's needs. The RFQ may be posted to GSA's electronic RFQ system, eBuy (see 8.402(d)).

(1) Orders at, or below, the micro-purchase threshold. Ordering activities may place orders at, or below, the micro-purchase threshold with any Federal Supply Schedule contractor that can meet the agency's needs. The ordering activity should attempt to distribute orders among contractors.

(2) For orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold.

(i) The ordering activity shall develop a statement of work, in accordance with 8.405-2(b).

(ii) The ordering activity shall provide the RFQ (including the statement of work and evaluation criteria) to at least three schedule contractors that offer services that will meet the agency's needs or document the circumstances for restricting consideration to fewer than three schedule contractors based on one of the reasons at 8.405-6 (a).

(iii) The ordering activity shall specify the type of order (i.e., firm-fixed-price, labor-hour) for the services identified in the statement of work. The contracting officer should establish firm-fixed-prices, as appropriate.

(3) For proposed orders exceeding the simplified acquisition threshold. In addition to meeting the requirements of 8.405-2(c)(2)(i) and (iii), the following procedures apply:

(i) Each order shall be placed on a competitive basis in accordance with (c)(3)(ii) and (iii) of this section, unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with 8.405-6 .

(ii) The ordering activity contracting officer shall provide an RFQ that includes a statement of work and the evaluation criteria.

(iii) The ordering activity contracting officer shall-

(A) Post the RFQ on eBuy to afford all schedule contractors offering the required services under the appropriate multiple-award schedule(s) an opportunity to submit a quote; or

(B) Provide the RFQ to as many schedule contractors as practicable, consistent with market research appropriate to the circumstances, to reasonably ensure that

quotes will be received from at least three contractors that can fulfill the requirements. When fewer than three quotes are received from schedule contractors that can fulfill the requirements, the contracting officer shall prepare a written determination to explain that no additional contractors capable of fulfilling the requirements could be identified despite reasonable efforts to do so. The determination must clearly explain efforts made to obtain quotes from at least three schedule contractors.

(C) Ensure all quotes received are fairly considered and award is made in accordance with the evaluation criteria in the RFQ.

(4) The ordering activity shall provide the RFQ (including the statement of work and the evaluation criteria) to any schedule contractor who requests a copy of it.

(d) Evaluation. The ordering activity shall evaluate all responses received using the evaluation criteria provided to the schedule contractors. The ordering activity is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. Place the order with the schedule contractor that represents the best value (see 8.404(d) and 8.405-4). After award, ordering activities should provide timely notification to unsuccessful offerors. If an unsuccessful offeror requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

(e) Use of time-and-materials and labor-hour orders for services. When placing a time-and-materials or labor-hour order for services, see 8.404(h).

(f) Minimum documentation. The ordering activity shall document-

- (1) The schedule contracts considered, noting the contractor from which the service was purchased;
- (2) A description of the service purchased;
- (3) The amount paid;
- (4) The evaluation methodology used in selecting the contractor to receive the order;
- (5) The rationale for any tradeoffs in making the selection;
- (6) The price reasonableness determination required by paragraph (d) of this subsection;
- (7) The rationale for using other than-
 - (i) A firm-fixed price order; or
 - (ii) A performance-based order; and
- (8) When an order exceeds the simplified acquisition threshold, evidence of compliance with the ordering procedures at 8.405-2(c).

ATTACHMENT 4: FORMAT FOR PERFORMANCE WORK STATEMENT EXAMPLE

See FAR Part 37.602.

<https://www.acquisition.gov/far/37.602>

37.602 Performance work statement.

(a) A Performance work statement (PWS) may be prepared by the Government or result from a Statement of objectives (SOO) prepared by the Government where the offeror proposes the PWS.

(b) Agencies shall, to the maximum extent practicable-

- (1) Describe the work in terms of the required results rather than either "how" the work is to be accomplished or the number of hours to be provided (see 11.002(a)(2) and 11.101);
- (2) Enable assessment of work performance against measurable performance standards;
- (3) Rely on the use of measurable performance standards and financial incentives in a competitive environment to encourage competitors to develop and institute innovative and cost-effective methods of performing the work.

(c) Offerors use the SOO to develop the PWS; however, the SOO does not become part of the contract. The SOO shall, at a minimum, include-

- (1) Purpose;
- (2) Scope or mission;
- (3) Period and place of performance;
- (4) Background;
- (5) Performance objectives, i.e., required results; and
- (6) Any operating constraints.

Parent topic: Subpart 37.6 - Performance-Based Acquisition

ATTACHMENT 4A: QUALITY ASSURANCE SURVEILLANCE PLAN EXAMPLE

See FAR Part 46, Subpart 46.4.

<https://www.acquisition.gov/far/subpart-46.4>

Subpart 46.4 – Government Contract Quality Assurance

Parent topic: Part 46 - Quality Assurance

46.401 General.

(a) Government contract quality assurance shall be performed at such times (including any stage of manufacture or performance of services) and places (including subcontractors' plants) as may be necessary to determine that the supplies or services conform to contract requirements. Quality assurance surveillance plans should be prepared in conjunction with the preparation of the statement of work. The plans should specify-

- (1) All work requiring surveillance; and
- (2) The method of surveillance.

(b) Each contract shall designate the place or places where the Government reserves the right to perform quality assurance.

(c) If the contract provides for performance of Government quality assurance at source, the place or places of performance may not be changed without the authorization of the contracting officer.

(d) If a contract provides for delivery and acceptance at destination and the Government inspects the supplies at a place other than destination, the supplies shall not ordinarily be reinspected at destination, but should be examined for quantity, damage in transit, and possible substitution or fraud.

(e) Government inspection shall be performed by or under the direction or supervision of Government personnel.

(f) Government inspection shall be documented on an inspection or receiving report form or commercial shipping document/packing list, under agency procedures (see subpart 46.6).

(g) Agencies may prescribe the use of inspection approval or disapproval stamps to identify and control supplies and material that have been inspected for conformance with contract quality requirements.

46.402 Government contract quality assurance at source.

Agencies shall perform contract quality assurance, including inspection, at source if-

- (a) Performance at any other place would require uneconomical disassembly or destructive testing;
- (b) Considerable loss would result from the manufacture and shipment of unacceptable supplies, or from the delay in making necessary corrections;
- (c) Special required instruments, gauges, or facilities are available only at source;
- (d) Performance at any other place would destroy or require the replacement of costly special packing and packaging;
- (e) Government inspection during contract performance is essential; or
- (f) It is determined for other reasons to be in the Government's interest.

46.403 Government contract quality assurance at destination.

(a) Government contract quality assurance that can be performed at destination is normally limited to inspection of the supplies or services. Inspection shall be performed at destination under the following circumstances-

- (1) Supplies are purchased off-the-shelf and require no technical inspection;
 - (2) Necessary testing equipment is located only at destination;
 - (3) Perishable subsistence supplies purchased within the United States, except that those supplies destined for overseas shipment will normally be inspected for condition and quantity at points of embarkation;
 - (4) Brand name products purchased for authorized resale through commissaries or similar facilities (however, supplies destined for direct overseas shipment may be accepted by the contracting officer or an authorized representative on the basis of a tally sheet evidencing receipt of shipment signed by the port transportation officer or other designated official at the transshipment point);
 - (5) The products being purchased are processed under direct control of the National Institutes of Health or the Food and Drug Administration of the Department of Health and Human Services;
 - (6) The contract is for services performed at destination; or
 - (7) It is determined for other reasons to be in the Government's interest.
- (b) Overseas inspection of supplies shipped from the United States shall not be required except in unusual circumstances, and then only when the contracting officer determines in advance that inspection can be performed or makes necessary arrangements for its performance.

46.404 Government contract quality assurance for acquisitions at or below the simplified acquisition threshold.

- (a) In determining the type and extent of Government contract quality assurance to be required for contracts at or below the simplified acquisition threshold, the contracting officer shall consider the criticality of application of the supplies or services, the amount of possible losses, and the likelihood of uncontested replacement of defective work (see 46.202-2).
- (b) When the conditions in 46.202-2(b) apply, the following policies shall govern:
- (1) Unless a special situation exists, the Government shall inspect contracts at or below the simplified acquisition threshold at destination and only for type and kind; quantity; damage; operability (if readily determinable); and preservation, packaging, packing, and marking, if applicable.
 - (2) Special situations may require more detailed quality assurance and the use of a standard inspection or higher-level contract quality requirement. These situations include those listed in 46.402 and contracts for items having critical applications.
 - (3) Detailed Government inspection may be limited to those characteristics that are special or likely to cause harm to personnel or property. When repetitive purchases of the same item are made from the same manufacturer with a history of defect-free work, Government inspection may be reduced to a periodic check of occasional purchases.

46.405 Subcontracts.

- (a) Government contract quality assurance on subcontracted supplies or services shall be performed only when required in the Government's interest. The primary purpose is to assist the contract administration office cognizant of the prime contractor's plant in determining the conformance of subcontracted supplies or services with contract requirements or to satisfy one or more of the factors included in (b) of this section. It does not relieve the prime contractor of any responsibilities under the contract. When appropriate, the prime contractor shall be requested to arrange for timely Government access to the subcontractor facility.
- (b) The Government shall perform quality assurance at the subcontract level when-

- (1) The item is to be shipped from the subcontractor's plant to the using activity and inspection at source is required;
 - (2) The conditions for quality assurance at source are applicable (see 46.402);
 - (3) The contract specifies that certain quality assurance functions, which can be performed only at the subcontractor's plant, are to be performed by the Government; or
 - (4) It is otherwise required by the contract or determined to be in the Government's interest.
- (c) Supplies or services for which certificates, records, reports, or similar evidence of quality are available at the prime contractor's plant shall not be inspected at the subcontractor's plant, except occasionally to verify this evidence or when required under (b) of this section.
- (d) All oral and written statements and contract terms and conditions relating to Government quality assurance actions at the subcontract level shall be worded so as not to-
- (1) Affect the contractual relationship between the prime contractor and the Government, or between the prime contractor and the subcontractor;
 - (2) Establish a contractual relationship between the Government and the subcontractor; or
 - (3) Constitute a waiver of the Government's right to accept or reject the supplies or services.

46.406 Foreign governments.

Government contract quality assurance performed for foreign governments or international agencies shall be administered according to the foreign policy and security objectives of the United States. Such support shall be furnished only when consistent with or required by legislation, executive orders, or agency policies concerning mutual international programs.

46.407 Nonconforming supplies or services.

- (a) The contracting officer should reject supplies or services not conforming in all respects to contract requirements (see 46.102). In those instances where deviation from this policy is found to be in the Government's interest, such supplies or services may be accepted only as authorized in this section.
- (b) The contracting officer ordinarily must give the contractor an opportunity to correct or replace nonconforming supplies or services when this can be accomplished within the required delivery schedule. Unless the contract specifies otherwise (as may be the case in some cost-reimbursement contracts), correction or replacement must be without additional cost to the Government. Paragraph (e)(2) of the clause at 52.246-2, Inspection of Supplies-Fixed-Price, reserves to the Government the right to charge the contractor the cost of Government reinspection and retests because of prior rejection.
- (c) (1) In situations not covered by paragraph (b) of this section, the contracting officer ordinarily must reject supplies or services when the nonconformance is critical or major or the supplies or services are otherwise incomplete. However, there may be circumstances (e.g., reasons of economy or urgency) when the contracting officer determines acceptance or conditional acceptance of supplies or services is in the best interest of the Government. The contracting officer must make this determination based upon-
- (i) Advice of the technical activity that the item is safe to use and will perform its intended purpose;
 - (ii) Information regarding the nature and extent of the nonconformance or otherwise incomplete supplies or services;
 - (iii) A request from the contractor for acceptance of the nonconforming or otherwise incomplete supplies or services (if feasible);

- (iv) A recommendation for acceptance, conditional acceptance, or rejection, with supporting rationale; and
 - (v) The contract adjustment considered appropriate, including any adjustment offered by the contractor.
- (2) The cognizant contract administration office, or other Government activity directly involved, must furnish this data to the contracting officer in writing, except that in urgent cases it may be furnished orally and later confirmed in writing. Before making a decision to accept, the contracting officer must obtain the concurrence of the activity responsible for the technical requirements of the contract and, where health factors are involved, of the responsible health official of the agency concerned.
- (d) If the nonconformance is minor, the cognizant contract administration office may make the determination to accept or reject, except where this authority is withheld by the contracting office of the contracting activity. To assist in making this determination, the contract administration office may establish a joint contractor-contract administrative office review group. Acceptance of supplies and services with critical or major nonconformances is outside the scope of the review group.
- (e) The contracting officer must discourage the repeated tender of nonconforming supplies or services, including those with only minor nonconformances, by appropriate action, such as rejection and documenting the contractor's performance record.
- (f) When supplies or services are accepted with critical or major nonconformances as authorized in paragraph (c) of this section, the contracting officer must modify the contract to provide for an equitable price reduction or other consideration. In the case of conditional acceptance, amounts withheld from payments generally should be at least sufficient to cover the estimated cost and related profit to correct deficiencies and complete unfinished work. The contracting officer must document in the contract file the basis for the amounts withheld. For services, the contracting officer can consider identifying the value of the individual work requirements or tasks (subdivisions) that may be subject to price or fee reduction. This value may be used to determine an equitable adjustment for nonconforming services. However, when supplies or services involving minor nonconformances are accepted, the contract need not be modified unless it appears that the savings to the contractor in fabricating the nonconforming supplies or performing the nonconforming services will exceed the cost to the Government of processing the modification.
- (g) Notices of rejection must include the reasons for rejection and be furnished promptly to the contractor. Promptness in giving this notice is essential because, if timely nature of rejection is not furnished, acceptance may in certain cases be implied as a matter of law. The notice must be in writing if-
- (1) The supplies or services have been rejected at a place other than the contractor's plant;
 - (2) The contractor persists in offering nonconforming supplies or services for acceptance; or
 - (3) Delivery or performance was late without excusable cause.
- (h) The contracting officer shall provide disposition instructions for counterfeit or suspect counterfeit items in accordance with agency policy. Agency policy may require the contracting officer to direct the contractor to retain such items for investigative or evidentiary purposes.

46.408 Single-agency assignments of Government contract quality assurance.

- (a) Government-wide responsibility for quality assurance support for acquisitions of certain commodities is assigned as follows:
- (1) For drugs, biologics, and other medical supplies-the Food and Drug Administration;
 - (2) For food, except seafood-the Department of Agriculture.

- (3) For seafood-the National Marine Fisheries Service of the Department of Commerce.
- (b) Agencies requiring quality assurance support for acquiring these supplies should request the support directly from the cognizant office.

ATTACHMENT 5: STATEMENT OF OBJECTIVES EXAMPLE

See FAR Part 37, Subpart 37.602.

STATEMENT OF OBJECTIVES (SOO) TEMPLATE

- I. Purpose:**
- II. Scope or Mission:**
- III. Period and Place of Performance:**
- IV. Background:**
- V. Performance Objectives:**
 - a. Objective One
 - b. Objective Two
 - c. Objective Three
 - d. Objective Four
 - e. Objective Five
- VI. Operating Constraints**

Note:

- 1. A SOO is a short (2 or 3 page) statement of the Contracting Officer's objectives, instead of specific tasks, and is included in an RFP instead of a PWS.*
- 2. The RFP instructs each offeror to write a PWS as part of its proposal.*
- 3. Offerors propose tasks and standards to achieve Contracting Officer's objectives.*
- 4. The successful offeror's PWS becomes a part of the contract. The SOO is discarded.*
- 5. While this technique relieves the Contracting Officer of the task of preparing a PWS, it greatly increases the work of source selection. Each proposed PWS must be carefully considered and its shortcomings and pitfalls identified and evaluated in terms of the Buyer's objectives.*

ATTACHMENT 6: ITES-3S PROPOSAL EVALUATION PLAN

(CHECK ONE):

- ☐ Best Value Trade-Off (BVTO)
- ☐ Lowest Price, Technically Acceptable (LPTA)

1. NON-PRICE FACTORS

NOTE: Describe the relative weight of each evaluation factor compared with the other evaluation factors. For example, the evaluation factors may all be approximately equal in importance, or one factor may be more important than others.

List the specific areas of your technical/management requirements to be evaluated. These areas should correspond with, and relate to, specific requirements.

Technical/Management Approach

List the specific areas of your past performance requirements to be evaluated.

Past Performance

These areas should relate to specific work statement requirements.

Other Factors (if applicable)

List any other evaluation criteria important to you and the associated weights below.

2. PRICE FACTORS

Adjectival ratings (e.g., outstanding, good, etc.) are assigned to corporate experience, technical/management approach, and any other non-price criteria for which you may want to evaluate contractor proposals. Note that balancing price against non-price factors facilitates a BVTO decision, and, as a result, a rating is not assigned to the price factor. Indicate whether all non-price evaluation factors, when combined are:

- ☐ Significantly more important than the price factor
- ☐ More important than the price factor
- ☐ Comparatively equal to the price factor
- ☐ Less important than the price factor
- ☐ Significantly less important than the price factor

ATTACHMENT 7: LETTER REQUEST FOR TASK ORDER PROPOSALS

LETTERHEAD

IN REPLY REFER TO:

(DATE) MEMORANDUM TO: Information Technology Enterprise Solutions – 3 Services

(ITES-3S) Contractors

SUBJECT: Request for Task Order (TO) Proposals

1. The Network Enterprise Center for **[insert command]** has a requirement for **[insert, as appropriate]**. The Period of Performance (PoP) is **[insert duration of order]**. The anticipated contract type is **[insert as appropriate]**. This requirement has been assigned tracking number **[insert number]**.
2. It is requested that you submit written technical and price proposals in response to the attached **[insert, as appropriate, e.g., statement of work, performance work statement, or statement of objectives]** (Ordering Guide Attachment 1). Specific proposal instructions and evaluation criteria are also attached (Ordering Guide Attachment 2). Your proposal or “no-bid reply” shall be submitted no later than **[insert date/time]**. Any “no-bid reply” must include a brief statement as to why you are unable to perform. Please upload your proposal or no bid reply to the CHES IT e-mart at: <https://chess.army.mil>
3. Virtual Reading Room. A Virtual Reading Room has been established to provide access to information related to this acquisition **[insert specific information as appropriate]**.
4. Due Diligence. As part of the proposal preparation process, the Government will offer the ITES-3S contractors the opportunity for due diligence. This will enhance your understanding of the requirements and is in keeping with the principles identified by Federal Acquisition Regulation (FAR) Part 15.201, Exchanges with Industry before Receipt of Proposals. The following arrangements have been made for interested contractors to contact appropriate Government representatives to ask questions that by their very nature they would not ask if the response would be posted and provided to their competition: **[insert information, as appropriate]**.
5. Resolution of Issues. The Ordering Contracting Officer (OCO) reserves the right to withdraw and cancel the proposed task. In such event, the contractor shall be notified in writing of the OCO’s decision. This decision is final and conclusive and shall not be subject to the “Disputes” clause or the “Contract Disputes Act.”
6. Questions should be addressed to the OCO at the following e-mail address: **[insert address]**. Please provide any questions no later than **[insert date/time]**. Questions received after this date may or may not be answered. Contact **[insert name/telephone number]** if you have any questions or require additional information.

Sincerely,

ITES-3S OCO

Attachments:

Work Statement (2) Proposal Submission Instructions and Evaluation Criteria

ATTACHMENT 8: PROPOSAL SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

1. PROPOSAL SUBMISSION INSTRUCTIONS

Technical and Price Proposals shall be separate documents and consist of the following tabs.

Note: While the Technical Proposal must not contain any reference to price, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be provided so that a contractor's understanding of the requirements may be evaluated.

➤ TAB 1 – Technical Proposal

- Technical proposal information will be streamlined. Page limits are specified below. As a minimum, technical proposals shall address the following elements:
 - Technical/Management Approach
 - Key Personnel Assigned
 - Teaming Arrangements (including subcontractors)
 - Risks and Risk Mitigation Plan
 - Period of Performance (PoP)
 - Government Furnished Equipment (GFE)/Government Furnished Information (GFI)
 - Security (including clearance level)
 - Other Pertinent Data (**10 pages**)
- Note: If instructions are for a performance-based Task Order (TO), and if a Performance Work Statement (PWS) is not already included in the TO Request (TOR), the Technical Proposal shall also include the offeror's proposed Statement of Work (SOW) or PWS detailing the performance requirements resulting from the statement of objectives. (**No page limit**)

➤ TAB 2 – Cost/Price Proposal

- This part of the proposal shall include details for all resources required to accomplish the requirements (e.g., labor hours, rates, travel, incidental equipment, etc.). The price proposal shall identify Labor Categories (LCATs) in accordance with (IAW) the Labor Rate Tables contained in Section B. It must also identify any GFE and/or GFI required for task performance. If travel is specified in the SOW or PWS, airfare and/or local mileage, per diem rates by total days, number of trips, and number of contractor employees traveling shall be included.

2. EVALUATION CRITERIA

This is a best value award, and the evaluation criteria for this award will be based on the following factors and weights assigned to each factor.

Insert criteria as appropriate; describe the relative weight of each evaluation factor compare with the other evaluation factors. For example, the evaluation factors may be approximately equal in importance or one factor may be more important than others.

a. Technical/Management Approach:

- (1)
- (2)
- (3)

b. Past Performance:

- (1)
- (2)

(3)

c. Other Factors:

(1)

(2)

(3)

d. Cost/Price: In performing the BVTO analysis, all non-price evaluation factors, when combined, are APPROXIMATELY EQUAL IN IMPORTANCE TO cost/price.

ATTACHMENT 9: ITES-3S SELECTION RECOMMENDATION DOCUMENT EXAMPLE

1. Task Order (TO) Title. <i>Enter the title as shown in the work statement.</i>	
2. Recommended Prime Contractor. <i>Check the name/number of the ITES-3S prime contractor for whom you are recommending an award.</i>	<i>Fill in Contractor Name and Contract Number. (Example: Contractor ABC – Contractor #123)</i> ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
3. Justification. <i>Note: The “Fair Opportunity to be Considered” evaluation and justification is mandatory unless the requirement meets one of the five Federal Acquisition Streamlining Act (FASA)-specified/Section 803 exceptions described in Part 4 below. If one of the exceptions applies, leave Section 3 blank and complete Sections 4 and 5.</i>	Attach a narrative summarizing the evaluation results, including the adjectival ratings for each non-price evaluation factor and the identified strengths and weaknesses of the proposals received. Describe the evaluation methodology and the best value analysis that led to the recommendation of the prime contractor that should be awarded the TO the ITES-3S Proposal Evaluation Plan. The justification should be streamlined while containing the following: Results of Non-Price Evaluations: Discuss the results of the non-price evaluations for each vendor that submitted a proposal. Results of Price Evaluations: Discuss the results of the price evaluations for each vendor that submitted a proposal. Trade-off Analysis: Describe the analysis that led to the recommendation of the prime contractor that should be awarded the TO.
4. Exception: <i>Note: Complete Section 4 only if an exception to the “Fair Opportunity to be Considered” process is being claimed.</i>	If the specific requirements meet the criteria for one of the five FASA-allowed (Section 803) exceptions to the Fair Opportunity and the TO is, therefore, exempt from the evaluation described in Section 3 above, check the appropriate exception and provide justification for why this TO is exempt from Fair Opportunity. ▪ Option 1: The agency has such urgent need for services that providing such opportunity would result in unacceptable delays. <i>(Attach Justification)</i> ▪ Option 2: Only one contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized. <i>(Attach Justification)</i> ▪ Option 3: The order should be issued on a sole-source bases in the interest of economy and efficiency as a logical follow-on to a TO already issued under the ITES-3S contract, provided that all contractors were given “Fair Opportunity to be Considered” for the original order. <i>(Enter the contract and TO number of the original TO.)</i> ▪ Option 4: It is necessary to place an order to satisfy a minimum guarantee. • Option 5: A statute expressly authorizes or requires that the purchase be made from a specified store.
5. Authorized Official:	Selection Recommendation Document must be signed by the authorized selection official, e.g. Ordering Contracting Officer (OCO). Electronic signature (/s/) is acceptable.

Name, Signature, and Date:	
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ATTACHMENT 10 – COMMERCIAL CLOUD COMPUTING

The following processes, roles, and responsibilities will assist application owners and contracting personnel in using the ITES-3S contract vehicle to acquire modernization, transition, hosting, and sustainment services required to migrate applications and systems to a commercial cloud environment. The cloud hosting characteristics supported by ITES-3S include:

- Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS) service models.
- Private cloud; Community cloud; Public cloud; and Hybrid cloud deployment models. Impact Levels (IL) 2, 4, 5, and 6

ITES-3S is a contract vehicle option available to Army and other DoD services looking to modernize, migrate, host, and sustain systems/applications in a commercial cloud environment. ITES-3S Task Orders (TOs) will define the systems/applications being modernized and migrated from their current operational environment to a commercial Cloud Service Offering (CSO). Cloud services available on ITES-3S include the following:

Modernization Support Services: Modernization may be required as part of migration support services. Application modernization updates an application's design to take advantage of cloud technology. In this case, modernizing systems/applications to migrate to commercial cloud hosting environments.

Migration Support Services: Cloud migration support activities may include Application Analysis, Security Requirements Analysis, Documentation, Virtualization, Technical Engineering, Migration Scheduling, Business Process Reengineering (BPR), Data Preparation, Migration Planning, Interface/Service Transition Planning, Training, Cutover Planning, Back Out Planning, and Go-Live Support.

Cloud Hosting Services: The Contractor will provide the cloud hosting services in accordance with (IAW) a valid DoD Cloud Provisional Authorization (PA) for the proposed CSO. ITES-3S vendors will be required to provide evidence of a valid DoD PA for the CSO they are proposing for a cloud hosting requirement. A DoD PA is not required to be presented if the hosting requirement is for an on-premises, private, or hybrid cloud environment or for modernization.

Sustainment Services: Sustainment services include requirements to support and maintain the capabilities of a system/application in a production environment. This includes processes, procedures, people, materials, and information required to support and maintain the system/application. Software maintenance generally includes licensing, support, and maintenance of Commercial Off-the-Shelf (COTS) software.

1. OTHER GENERAL PROVISIONS

Cloud Service Providers (CSPs) are required to adopt and maintain security (management, operational, technical) and privacy requirements for the IL of the CSO being provided IAW Federal Risk & Authorization Management Program (FedRAMP) and the Cloud Computing Security Requirements Guide (CC SRG). If security controls/requirements for the DoD PA change, CSPs will need to comply with the changes to retain their DoD PA. CSPs shall be compliant with the security standards required to maintain compliance with FedRAMP including all federal laws, directives, policies, Federal Information Processing Standards (FIPS), National Institute of Standards & Technologies (NIST) guidance, and security requirements identified in the FedRAMP Moderate baseline security controls.

ITES-3S TOs will only be executed with a Contractor who provides evidence of a valid DoD PA for the CSO being proposed. The CC SRG (Section 4.3) states, "Each CSO must be granted a DoD PA in order to host DoD mission systems."

Commercial cloud computing requirements shall include the appropriate level of security in the individual TO Requests (TORs). If necessary, based on the level of classification, a DD Form 254, Contract Security Classification Specification, shall be prepared and included in the TOR and resulting order.

2. ROLES AND RESPONSIBILITIES

2.1.1. Enterprise Cloud Management Office (ECMO)

- Monitors and evaluates all TOs on behalf of the Contracting Officer's Representative (COR) for technical/operational execution (Government task).
- Coordinates with operational stakeholders to obtain required funding for the implementation of management solutions to enable operations.
- Leverages Army Application Migration Business Office (AAMBO) (or AAMBO-like functional offices) to ensure a consistent and effective migration of applications for the application owners and the Army.

2.1.2. AAMBO

The AAMBO contacts are available to provide support to Army application owners from a requirements perspective and shall perform the following for Army customers.

- Functions as the single point of entry for all Army enterprise system and application migration efforts. Assists capability owners by providing tools and guidance for gathering technical requirements.
- Provides a detailed analysis of the system or application's attributes and development of a migration support strategy. Once AAMBO receives complete technical information, a migration support team, which consists of a Project Manager, Application Engineer, System Engineer, and a Cybersecurity Subject Matter Expert (SME), is assigned to the Capability Owner to guide them through the migration process.

2.1.3. Army Capability Owner

- Identifies and coordinates with the Contracting Officer (KO) who will support the application cloud migration effort.
- Prepares required acquisition documents to include the TO Performance Work Statement (PWS) and any other documents required by the KO.
- Defines requirements and justifies to the KO that the requested work is within scope of the ITES-3S contract vehicle.
- Ensures notification of total estimated value of the TO award to the contracting office.
- Funds the work to be performed under the TO. All funding for cloud services should be O&M, Army (OMA).
- Conducts proposal evaluation (cost, past performance, and technical) in conjunction with the contracting office.

2.1.4. Army Contracting Command – Rock Island (ACC-RI)

- Serves as the Procuring KO (PCO) for the ITES-3S base contracts. The PCO has overall contractual responsibility for the ITES-3S contracts. All orders issued are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any order or the Ordering Guide.
- Provides advice and guidance to Requiring Activities (RA), Ordering Contracting Officers (OCOs), and contractors regarding contract scope, acquisition regulation requirements, and contracting policies.
- Approves and issues base ITES-3S contract modifications.
- Represents the KO position at various contract-related meetings.

2.1.5. OCO

- OCOs within the Army, DoD, and other Federal agencies are authorized to place orders within the terms of the contract and within the scope of their authority.
- Not authorized to make changes to the contract terms and/or conditions. The OCO's authority is limited to the individual orders.

- Serves as the interface between the contractor and the Government for individual orders issued under the ITES-3S contracts.
- Responsible for determining if bundling of requirements (see Federal Acquisition Regulation [FAR] 2.101) is in compliance with FAR 7.107.
- Responsible for determining whether consolidation of requirements, compliance, and approval are IAW Defense FAR Supplement (DFARS) 207.170.
- Responsible for requesting, obtaining, and evaluating proposals/quotations and for obligating funds for orders issued.
- The OCO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.
- Responsible for identifying when Earned Value Management System (EVMS) is applicable at the TO level IAW DFARS 252.234-7002.

2.1.6. TO CORs

- TO CORs will be designated by letter of appointment from the OCO.
- Serves as the focal point for all task activities and primary Point of Contact (POC) with the contractors.
- Provides technical guidance in direction of the work; not authorized to change any of the terms and conditions of the contract or order.
- Shall use the measures and standards set forth in the Quality Assurance Surveillance Plan (QASP) to assess contractor performance, thereby ensuring the quality of services required by the TO are met.
- Obtains required COR training.

NOTE: The ACC COR Guide provides a list of approved COR training courses: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/500072p.pdf?ver=2018-09-26-083124-387>

2.1.7. Contractors

- Contractors shall perform services and/or deliver related products that meet requirements and/or achieve objectives/outcomes described in orders issued under the ITES-3S contracts.