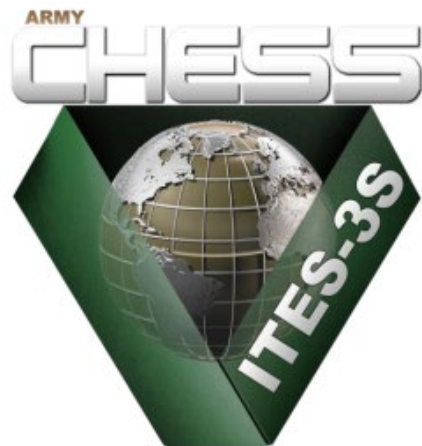


# Attachment A

American Cyber's ITES-3S Ordering Guide starts on the next page.



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



**Contract # W52P1J-18-D-A038**

*American Cyber, Inc.*

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### Attachments

Attachment 1:	ITES-3S Task Order Request Checklist and Instructions Example
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## I. ITES-3S GENERAL INFORMATION

American Cyber is proud to be an ITES-3S small business prime contractor providing the full range of information technology and cyber solutions and services necessary for the Army and other federal agencies to achieve their mission objectives in a cost-effective, efficient and secure manner. As a Women-Owned Small Business (WOSB) with International Standards Organization (ISO) certifications for Quality Management, Information Technology Services Management and Information Security Management, along with being appraised at Level 3 in the Capability Maturity Model Integration for Services (CMMI SVC/3), we have the experience and processes to optimally meet and exceed customer expectations and requirements. Lastly, we have a global footprint with experience supporting federal customers across the United States and in four continents.

The ITES-3S scope includes the Command, Control, Communications, Computers, and Information Management (C4IM) requirements as defined in Army Regulation 25-1 (AR 25-1). ITES-3S contemplates services-based solutions under which contractors may be required to provide solutions with a full range of IT equipment. Therefore, end-to-end solutions to satisfy worldwide development, deployment, operation, maintenance, and sustainment requirements are included. Also included is support to analyze requirements, develop and implement recommended solutions, and operate and maintain legacy systems and equipment. The Government's intention with ITES-3S was to establish a contract scope that is broad, sufficiently flexible to satisfy requirements that may change over the period of performance, and fully comprehensive so as to embrace the full complement of services that relate to IT. The U.S. Army, Department of Defense, or any other Federal Agency is authorized to fulfill requirements under ITES-3S.

### ITES-3S Task Areas

The ITES-3S services solutions are categorized in the list of task areas below. The task areas are further decomposed into sub-task areas that provide more definition of task area scope. This list of sub-tasks is not considered to be inclusive of all sub-tasks within each task area. Specific details of task assignments, deliverables, documentation, training, applicable government/department/industry standards, etc., can be provided within individual task orders.

#### Cybersecurity Services

As defined in Department of Defense Instruction (DoDI) 8500.01, Cybersecurity is the “prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.”

- Cyber Security Development/Solutions
- Cyber Operations
- Computer Network Defense and Offense Services
- Identity Management Solutions

- Continuous Monitoring Solutions/Services
- Cyber Security Architecture
- Cyber Forensics & Analytics
- Mobile Security Solutions
- Computer Security Awareness and Training
- Computer Security Incident Response
- Information, System, Data, and Physical Security
- Mainframe Automated Information Security Support
- Biometrics
- Continuity of Operations
- Contingency Planning
- Critical Infrastructure Protection
- Cryptographic Support and Service
- Disaster Recovery
- Policy and Compliance
- Public Key Infrastructure and CAC authentication
- Remote Monitoring/Intrusion Detection
- Security Architecture Design
- Security Hardening
- Secure Video Conferencing
- System Recovery Support Services

### **Information Technology Services**

The Committee on National Security Systems (CNSS) Instruction No. 4009 defines Information Technology as “Any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which 1) requires the use of such equipment or 2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.”

- Application and Service Hosting
- Automated Workflow System Development and Integration
- Big Data Analysis/Management
- Configuration Management
- Capacity Management
- Computer Aided Design/Engineering/Management (CAD/CAE/CAM)
- Computer Systems Administration, Management, and Maintenance
- Design/Specifications for Information Systems
- Data and/or Media Management

- Data Storage Management
- Data Warehousing
- Database Applications Development
- Design/Specifications for Information Dissemination
- DODAF-based Operational & System Architecture Design & Development
- Economic/Business Case Analysis (Cost/Benefit and Risk)
- Electronic Commerce and Electronic Data Interchange Support
- Global/Geographic Information Systems
- Informatics
- Information Architecture Analysis
- IT Architecture Support
- Internet/Intranet/Web Applications/Network Computing
- Legacy Systems Modernization
- Performance Benchmarking/Performance Measurements
- Property Management
- Section 508 Compliance Support
- Simulation and Modeling
- Software/Middleware Development
- Source Data Development
- Statistical Analysis
- Systems Development and Software Maintenance
- Systems Programming
- Video Teleconferencing/Audio /Visual/Media Systems
- Voice over Internet Protocol (VOIP)
- Web and Computer Systems Decision Support Tools
- Web Enabled Applications

### **Enterprise Design, Integration, and Consolidation**

- Collaboration Systems/Facility Development
- Compliance with Interoperability Standards
- Cost Benefit/Cost Effectiveness Analysis
- Independent Verification and Validation
- Information and Knowledge Engineering
- Information Management Life Cycle Planning/Support
- Integrated Solutions Management
- Knowledge Engineering/Management
- Market Research and Prototyping
- Measuring Return on Investment (ROI)
- Earned Value Management
- Product Integration
- Reliability and Maintainability
- Requirements Analysis
- Resource Planning Systems Development and Integration
- Resource Systems Management

- Resource Systems Planning
- Reverse Engineering
- Software Engineering
- Software Life Cycle Management
- Systems Integration
- Technology Insertion
- Test and Evaluation
- Wireless Networking

### **Network/Systems Operation and Maintenance**

- Computer Center Technical Support
- Commercial Off-the-Shelf Software Products and Support
- Computer Systems Administration
- Computer Systems Facilities Management and Maintenance
- Licensing Support
- Legacy Systems Maintenance
- Network Management
- Help Desk Support
- Desktop Support
- Software License Management
- Supply Chain Management
- Network Infrastructure Support
- Office Automation Support
- Seat Management/Asset Management

### **Telecommunications/Systems Operation and Maintenance**

- Telecommunications Infrastructure Office Automation Support
- Voice over IP Support
- Handset Management/Asset Management

### **Business Process Reengineering (BPR)**

BPR is a means to restructure an organization by means of a radical reassessment of its core processes and predominant competencies and often involves the analysis and redesign of workflow within and between enterprises. BPR helps entities to radically restructure their organizations by focusing on the ground-up design of their business processes.

- Benchmarking/Operational Capability Demonstrations
- Business Case Analysis
- Customer Relationship Management
- E-Business Planning and Support
- Functional Requirements Decomposition
- Gap Analysis
- IT Capital Planning
- Quality Assurance

- Risk Management
- Workflow Analysis

### **IT Supply Chain Management**

- Logistics

### **Purchasing**

- Inventory Management
- Vendor Management
- Subcontractor Management

### **IT Education & Training**

- User Training Purchasing
- Instructional Design and Modeling & Simulation
- Design & execution of computer-generated imaging/training



## II. TEAM AMERICAN CYBER

American Cyber, Inc. (ACI) is a CMMI for Services level 3 appraised, ISO 9001, ISO 27001, and 20000 accredited, Woman-Owned Small Business (WOSB) specializing in providing services and solutions for IT programs across PEO EIS, the Army, DoD, and other Federal customers. We have built strong government, industry, and academia partnerships to provide innovative and cost-effective solutions for national security missions. We have extensive experience in all IT system life-cycle phases, from requirements development through system design, development, integration, testing, deployment and sustainment. Our detailed experience includes work in each of the eight ITES-3S Task Areas.

For the ITES-3S contract, American Cyber has assembled a unique team of large and small business subcontractors with extensive experience in the delivery of cost-effective, innovative IT solutions to the Army, as well as to a broad spectrum of both government and commercial customers. Most noteworthy is that we have ITES-3H primes on our team (Iron Bow—a large business, and Dynamic Systems—a small business), as well as an ITES-SW prime (Carahsoft). Therefore, we are extremely well-positioned to provide complex solutions to customer challenges that require effective and efficient integration of DoD-approved hardware, software and network products.

American Cyber also has two major service subcontractors on our team – CACI International, Inc. (CACI) and Cyberspace Solutions, LLC (CSS). CACI is an ITES-2S incumbent bringing best practices gained from a decade of support to the Army on the ITES-3S predecessor contract. In 2014, American Cyber and CACI entered the Army/DoD Mentor Protégé Program under the sponsorship of the Army CIO/G-6 and subsequently won the prestigious DoD Nunn-Perry Award. Today, American Cyber and CACI continue this very successful Mentor Protégé partnership. Our CSS teammate brings niche expertise in cybersecurity missions as well as broad experience in every ITES-3S task area. CSS is also a CACI Protégé with a long history of working together. Combined, Team American Cyber, as described in Figure 1 below, is an integrated team with deep capabilities that will provide a seamless “One Team” approach to addressing mission-critical challenges.

Team Members	Team Strengths
American Cyber, Inc.	<ul style="list-style-type: none"> <li>• Experienced leading transformational C4ISR and Cyber initiatives in support of National Security and Federal Agency missions, both CONUS and OCONUS</li> <li>• Identifies, implements, and integrates the latest proven technology solutions in all phases of life-cycle management</li> <li>• Specialized knowledge of Government requirements and operations that need solutions relevant to the ITES-3S PWS</li> </ul>
Artisan Networking, Inc.	<ul style="list-style-type: none"> <li>• Provides engineering and implementation expertise in data center virtualization and cloud transformation; mobile applications; and network security</li> <li>• Offers IT training and staff augmentation services</li> </ul>
Athena Technology Group, Inc.	<ul style="list-style-type: none"> <li>• Expertise and certifications in CISSP, PMP, Lean Six Sigma, ITIL, and PMP</li> <li>• Knowledge and experience in successful development, employment, operation, management and sustainment of IT solutions</li> </ul>

Team Members	Team Strengths
CACI International, Inc.	<ul style="list-style-type: none"> <li>Major subcontractor; ITES-2S incumbent</li> <li>Provides IT solutions in support of national security missions and government transformation for intelligence, defense, and Federal civilian customers</li> <li>Named by Fortune magazine as the “World’s Most Admired Company” in the IT services industry</li> </ul>
Carahsoft Technology Company	<ul style="list-style-type: none"> <li>CHES ITES-SW prime contractor</li> <li>Delivers best-of-breed hardware, software, and support solutions to Federal, state and local government agencies</li> </ul>
Cherokee Nation 3S, LLC	<ul style="list-style-type: none"> <li>Employees in over 30 states; a proven track record of more than a decade of success with 200+ government and commercial clients</li> <li>Delivers administrative and general management consulting services, logistics services, and other professional, scientific and technical services</li> </ul>
CSS LLC	<ul style="list-style-type: none"> <li>ITES-3S major subcontractor with great depth in cyber security</li> <li>Currently manages 9 large IDIQs totaling more than 1,200 personnel</li> <li>Deploys uniquely qualified staff throughout the world to deliver custom solutions to intelligence and operational challenges</li> </ul>
Dfuse Technologies, Inc.	<ul style="list-style-type: none"> <li>A CMMI Level 2- and ISO-Certified Minority-Owned Business</li> <li>Provides talented workforce in software development, integration and secure implementation of technologies such as: Mobile Application Development, Oracle Fusion Middleware Development, Application Integration, Database Management and Data Warehousing, Web Portals, Reporting and Dash boards, Trend analysis, Visualization and Project Management.</li> </ul>
Dynamic Systems, Inc.	<ul style="list-style-type: none"> <li>ITES-3H prime contractor</li> <li>Turn-key design of mechanical and construction capabilities for IT facilities; build-out and modifications of physical infrastructure</li> </ul>
Iron Bow	<ul style="list-style-type: none"> <li>ITES-3H prime contractor and ITES-2H incumbent</li> <li>Specialization in cloud computing, collaboration, cybersecurity, data centers, enterprise mobility, and networking</li> </ul>
LRH Group, LLC	<ul style="list-style-type: none"> <li>Over 25 years of experience in program management, facility management, cybersecurity, training, and public affairs support</li> <li>Capabilities in program management, facility management, cybersecurity services, training and public affairs support for Federal customers</li> </ul>
Maryn Consulting, Inc.	<ul style="list-style-type: none"> <li>Skilled in policy research and analysis, organizational and programmatic analysis, organizational and program development, strategic planning, and staff development and training</li> </ul>
Mission 1st Group, Inc.	<ul style="list-style-type: none"> <li>Expertise in IT and telecommunications projects in CONUS and OCONUS theaters, including warzone locations in Iraq and Afghanistan</li> </ul>
Netcentrics (Haystax Technology)	<ul style="list-style-type: none"> <li>Expertise in large-scale, enterprise networks and advanced threat analytics that help secure and maximize mission-critical operations</li> <li>Long history providing IT services throughout the Pentagon</li> <li>Develops a full range of industry leading services and innovative products</li> </ul>
Program insite	<ul style="list-style-type: none"> <li>Certified as WOSB / EDWOSB</li> <li>Resource planning, management &amp; forecasting.</li> <li>Systems integration, and information management</li> <li>business process re-engineering, and cyber security implementations.</li> </ul>
SecuriGence, LLC	<ul style="list-style-type: none"> <li>Develops security policies, procedures, and guidelines</li> <li>Experts in IA, computer network defense, security engineering, and Certification and Accreditation (C&amp;A) and Assessment and Authorization (A&amp;A)</li> </ul>
Sev1Tek	<ul style="list-style-type: none"> <li>Supports programmatic, engineering, analysis, design, fielding, installation, product support and training on C4ISR in CONUS and OCONUS locations</li> <li>Trusted C4ISR provider for Headquarters, Department of the Army G-3/5/7, G6, G8 and ASA(ALT) programs</li> </ul>

Team Members	Team Strengths
Soliel, LLC	<ul style="list-style-type: none"> <li>Specializations in enterprise architecture, network design, engineering and operations support, software design/development, data center and cloud computing design, deployment and migration, and systems engineering</li> <li>DISA JIE experience and expertise</li> </ul>
Stargates, Inc.	<ul style="list-style-type: none"> <li>Core capabilities in acquisition and program management; IT management; life cycle logistics; system engineering; facilities and installation management for military departments and other intelligence agencies</li> </ul>
StartGuides, LLC	<ul style="list-style-type: none"> <li>Specializes in mobility and mobile app development for DoD</li> <li>Produces and designs print and graphics for customers to meet training, instructional, and user guide needs in a mobile environment</li> </ul>
Trace Systems, Inc.	<ul style="list-style-type: none"> <li>Provides telecommunications, networking, cybersecurity, and IT services spanning the entire service lifecycle</li> <li>Supports many different Army, DISA, Marine Corps, Navy, NATO and Joint coalition customers globally</li> </ul>
USI Inc.	<ul style="list-style-type: none"> <li>Provides expertise in chemical, biological, radiological, nuclear, and explosives (CBRNE); integrated logistics; and IT and cybersecurity</li> </ul>

**Figure 1.** Team American Cyber provides experienced, state-of-the-art, sustainable, supportable, and interoperable IT solutions worldwide.

### III. POINTS-OF-CONTACT

#### Team ACI Points-of-Contact

##### ***ACI Program Management Office (PMO)***

Scott Findley, PMO/Quality Manager	sfindley@americancyber.com	(703) 626-1767
Amy Martin, VP, Finance & Administration	amartin@americancyber.com	(703) 498-7100
James Wheeler, PMO Administrator	jwheeler@americancyber.com	(845) 649-1081

Ordering assistance can be obtained by calling our corporate number (703) 451-2774, or via e-mail at ITES-3S@AmericanCyber.com.

#### Government Points-of-Contact

##### ***ITES-3S Contracting Officers***

Julie L. Lawrence, Contracting Officer	julie.l.lawrence.civ@mail.mil	(309) 782-4529
Nathan Edward Acree, Jr., Contracting Officer	Nathan.e.acree.civ@mail.mil	(309) 782-4886
Eric Eischen, Contract Specialist Information Technology Division, CCRC-TD	eric.t.eischen.civ@mail.mil	(309) 782-7144

##### ***CHESS Program Office***

Keith Copeland, Project Officer, Enterprise Solutions Division (ESD)	james.k.copeland1.civ@mail.mil	(703) 806-8222
Amanda Gilbert, CTR, CHESS Support Team	Amanda.k.gilbert.ctr@mail.mil	(703) 806-1033
Tricia Shelley, CTR, CHESS Support Team, Training & Outreach Specialist, Public Affairs	tricia.a.shelley.ctr@mail.mil	(703) 806-9087
Selma Nunes, CTR, CHESS Support Team	selma.nunes.ctr@mail.mil	(703) 806-8236

## IV. ORDERING

- A. Ordering is decentralized for all ITES-3S requirements. Ordering under the contract is authorized to meet the needs of the Army, DOD, and other Federal agencies. There are no approvals, coordination, or oversight imposed by the Procurement Contracting Officer (PCO) on any Ordering Contracting Officer (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 agency procedures.
- B. The PCO will not make judgments or determinations regarding orders awarded under the ITES-3S contracts by an OCO. All issues must be resolved consistent with individual agency procedures and/or oversight.
- C. Upon request, the PCO is available to provide guidance to OCOs executing orders under the ITES-3S contract.
- D. The CHESSE IT e-mart at <https://chess.army.mil> is available to make price comparisons among all ITES-3S awardees and solicit competitive quotes. Only services and related incidental hardware/software items are to be released on the ITES-3S IT e-mart. Hardware/software-only items are to be placed on ADMC-2, ITES- 2H/3H, or ITES-SW. The OCO will initiate the Task Order Request (TOR) process by issuing a TOR to awardees via the CHESSE IT e-mart. OCOs MUST issue the Request for Proposal (RFP)/TORs via the IT e-mart.
- E. When posting an RFP/TOR, Requiring Activity (RA)s are not to simply submit an ITES-3S contractor's quote as an RFP/TOR. This is considered to be contractor proprietary information.
- F. When posting a TOR, include specific delivery instructions for proposal responses. Contractors will indicate their interest via CHESSE IT e-mart; however, proposal packages shall be delivered by means identified in the TOR.

## V. TASK ORDER PROCEDURES

### Task Order Request

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 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*.
1. 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.
  2. 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 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
- 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.

- 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 low price, technical acceptability or best value, the criteria should be provided to the contractor. If the award will be based on best value, 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.

### Task Order Request 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, period of performance, 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 memo requesting proposals and Ordering Guide **Attachment 8** contains sample instructions/basis for award.

- Recommend a submission date of 10 calendar days after issuing a TO request 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.
- 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 hardware and software 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.

### 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 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

### 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.

- **Firm Fixed Price (FFP) and Time & Material (T&M).** The proposal shall identify labor categories 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 shall be provided as requested in the proposal request.
- **Cost Reimbursement (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 that coincides with the detailed technical approach and provides proposed labor categories, 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.”

## 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.

## Award

Once evaluations are completed, an authorized selection official must make an award decision and document the rationale for his/her decision. Prior to making a decision, copies of all evaluations must be forwarded to the selection official for his/her 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:

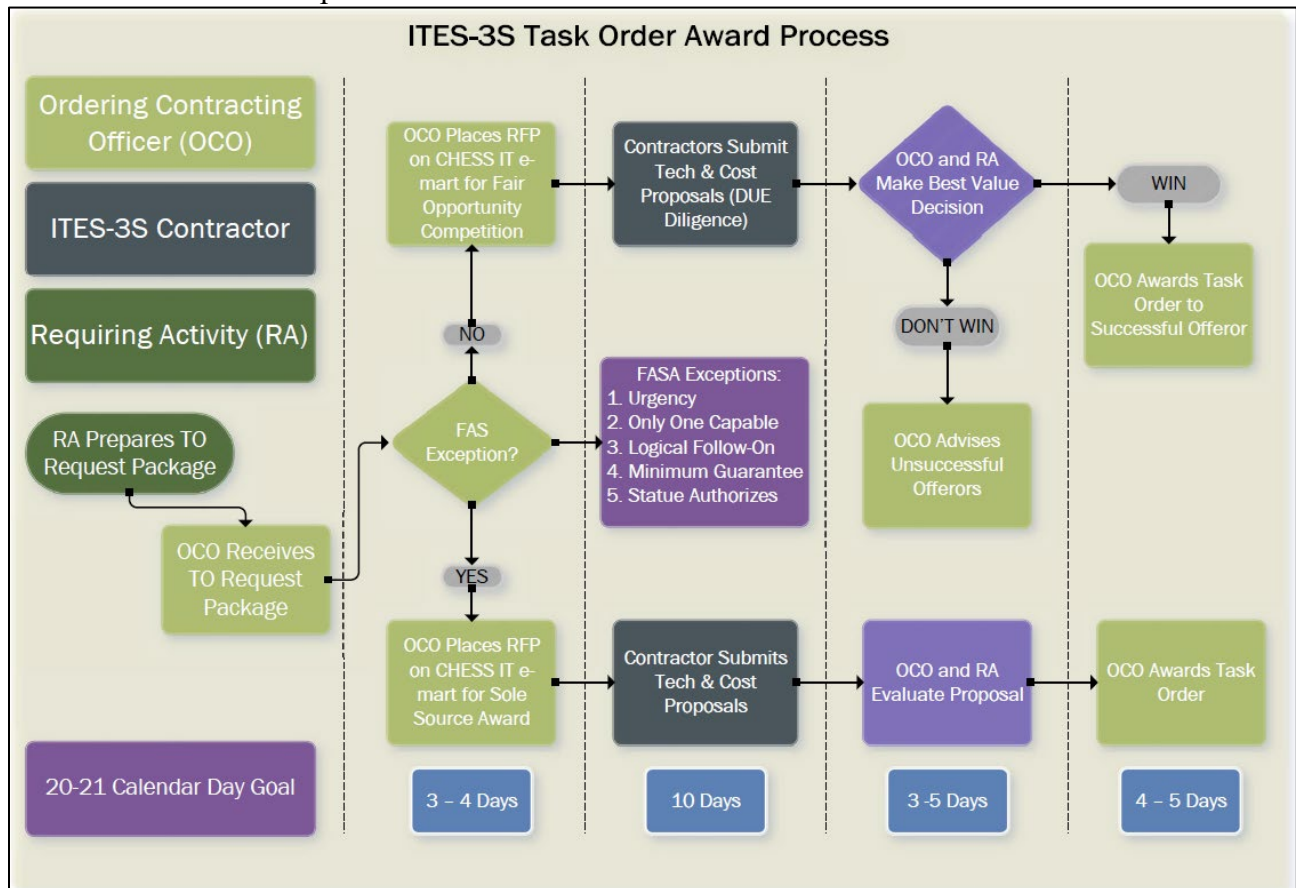
- Date of order
- POC (name), commercial telephone and fax numbers, and e-mail address
- OCOs commercial telephone number and e-mail address
- Description of the services to be provided, quantity unit price and extended price, or estimated cost and/or fee (TO INCLUDE THE CLIN FROM PART B). The work statement 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 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 five working days.

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

The ITES-3S TO award process is illustrated below:



### Post Award Debriefing

Under 10 USC § 2305(b)(5), unsuccessful offerors in competitions for TOs exceeding \$5,500,000 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 above must be honored, and their debriefings must meet the requirements of FAR 15.506. Also, contracting officers are encouraged to provide debriefings to untimely offerors under competitions exceeding \$5,500,000 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 done orally, in writing, or by any method acceptable to the contracting officer.

### **Evaluation of Contractor's TO Performance**

At TO completion, the ITES-3S contractor submits a request for a performance evaluation to the order's COR or his/her designated representative. The order's COR or his/her 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 performance period in excess of one year. 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 CHESS IT e-mart at [https://chess.army.mil/Static/SRV\\_ITS\\_SB\\_EVL\\_CON](https://chess.army.mil/Static/SRV_ITS_SB_EVL_CON).

Contractor Performance Assessment Reports (CPARs) are required in the Information Technology or Services sectors for actions valued at \$1M or above. A final CPAR is performed when all performance on the contract is completed. Interim 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.

## VI. ITES-3S TERMS AND CONDITIONS

<b>Contract Number:</b>	W52P1J-18-D-A038
<b>Contract Type:</b>	This is an Indefinite-Delivery/Indefinite-Quantity (ID/IQ) contract under which it is planned to award Fixed Price (FP), Time-and-Materials (T&M), and Cost-Reimbursement type task orders in accordance with Federal Acquisition Regulation (FAR) Subpart 16.5 - Indefinite-Delivery Contracts, FAR Subpart 16.2, Fixed Price Contract, FAR Subpart 16.6, Time and Materials Contracts and FAR Subpart 16.3, Cost Reimbursement Contract.
<b>Period of performance:</b>	Total of nine (9) years, consisting of a five-year base period, and four 1-year options.
<b>Cage Code:</b>	6FTL9
<b>Data Universal Numbering System (DUNS) Number:</b>	968648308
<b>Tax Identification Number:</b>	45-2053723
<b>Geographic Scope of Contract:</b>	Worldwide
<b>American Cyber Ordering Address:</b>	American Cyber, Inc. 11324 Chapel Road Clifton, VA 20124

# ATTACHMENT 1

## ITES-3S TASK ORDER REQUEST CHECKLIST and INSTRUCTIONS - EXAMPLE

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 for processing.

<b>1. Task Order (TO) Title.</b>  	
<b>2. RA Point of Contact.</b> Include name, title, organization, commercial and DSN phone numbers for voice and fax, and e-mail address:  	
<b>3. Designated Order Contracting Officer Representative (COR).</b> Include name, title, organization, commercial and DSN phone numbers for voice and fax, and e-mail address (If same as block 2, type "same"):  	
<b>4. Attachments Checklist.</b> Complete package must include the following items. Send files electronically via e-mail or fax to the ordering contracting officer.  <input type="checkbox"/> Work Statement (check one) <input type="checkbox"/> Statement of Work <input type="checkbox"/> Performance Work Statement includes Quality Assurance Surveillance Plan <input type="checkbox"/> Statement of Objectives <input type="checkbox"/> Funding Document(s) (scanned or other electronic version is preferable) <input type="checkbox"/> Independent Government Cost Estimate <input type="checkbox"/> Proposal Evaluation Plan Bundling Determination (if needed) <input type="checkbox"/> Consolidation Determination (if needed) <input type="checkbox"/> Justification for Work Statement that is not Performance-Based <input type="checkbox"/> TO unique Defense Department Form 254 (only if security requirements)	
<b>5. TO Information</b>  <b>Contract Type</b> (check one) Time and Materials (T&M) and Cost Reimbursement (CR) contract types require justification in accordance with (IAW) Federal Acquisition Regulation (FAR) (the ordering contracting officer makes the final determination of which order type is in the best interest of the government).  <input type="checkbox"/> Firm Fixed Price (no justification required) <input type="checkbox"/> CR (provide justification in the box, below) <input type="checkbox"/> T&M (provide justification in the box, below) <b>Rationale:</b> T&M and CR contract types require justification IAW FARs. <b>Federal Acquisition Streamlining Act (FASA) Exception.</b> If you are citing a FASA exception to fair opportunity competition, designate which one below with a justification.  <b>FASA Exception Justification:</b>  <input type="checkbox"/> The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays. <input type="checkbox"/> Only one such contractor is capable of providing services required at the level of quality required because they are unique or highly specialized. <input type="checkbox"/> 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. <input type="checkbox"/> A statute expressly authorizes or requires that the purchase be made from specified source.	
<b>6. Order COR Training Certification:</b> Army Order 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: <a href="https://arc.army.mil/COR/CORHandbooks_SelfServe.aspx">https://arc.army.mil/COR/CORHandbooks_SelfServe.aspx</a>  	
<b>Order COR Training Certification Date:</b>	

## ATTACHMENT 2

### *PERFORMANCE-BASED SERVICE ACQUISITION*

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#### **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: (1) 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; (2) Performance standards or measurements, which are criteria for determining whether the performance requirements are met; (3) Appropriate performance incentives, either positive or negative; and (4) A surveillance plan that documents the Government's approach to monitoring the contractor's performance.

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 are: architect-engineer, construction, utility, and services that are incidental to supply purchases. Use of any other approach has to be justified to the ordering contracting officer. For Defense agencies, 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 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. PERFORMANCE WORK STATEMENTS**

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. In addition, the PWS will include performance standards, incentives, and a QASP:

### *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.

### *Performance Incentives*

Incentives may be positive or negative, 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)

### *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
- Don't 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.

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



## ATTACHMENT 3

### FORMAT FOR STATEMENT OF WORK EXAMPLE

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From FAR Part 37, Subpart 37.602-1

#### **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.

## ATTACHMENT 4

### FORMAT FOR PERFORMANCE WORK STATEMENT EXAMPLE

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From FAR Part 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.

## ATTACHMENT 4A

### QUALITY ASSURANCE SURVEILLANCE PLAN EXAMPLE

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From FAR Part 46, Subpart 46.4

#### **Subpart 46.4 -- Government Contract 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. Subparagraph (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.

**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

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From FAR Part 37, Subpart 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.

## ATTACHMENT 6

ITES-3S PROPOSAL EVALUATION PLAN (CHECK ONE):

- Best Value Trade-Off
- Lowest Price, Technically Acceptable

### 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.*

### 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 best value trade-off 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

SAMPLE LETTER REQUEST FOR TASK ORDER PROPOSALS

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### 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 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 Computer Hardware, Enterprise Software and Solutions 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 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 reserves the right to withdraw and cancel the proposed task. In such event, the contractor shall be notified in writing of the ordering contracting officer’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 ordering contracting officer 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 Ordering Contracting Officer

Attachments:  
Work Statement (2) Proposal Submission Instructions and Evaluation Criteria

## ATTACHMENT 8

### PROPOSAL SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

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#### 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
- 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, and if a performance work statement (PWS) is not already included in the task order request, 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 in accordance with 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 evolution 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 best value trade-off analysis, all non-price evaluation factors, when combined, are APPROXIMATELY EQUAL IN IMPORTANCE TO cost/price.

## ATTACHMENT 9

### ITES-3S SELECTION RECOMMENDATION DOCUMENT -EXAMPLE

<p><b>1. Task Order (TO) Title.</b> Enter the title as shown in the work statement.</p>	
<p><b>2. Recommended Prime Contractor.</b> Check the name/number of the ITES-3S prime contractor for whom you are recommending an award.</p>	<p><b>Fill in Contractor Name and Contract Number.</b></p> <p>(Example: Contractor ABC – Contractor #123)</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p><b>3. Justification.</b> 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.</p>	<p>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:</p> <ol style="list-style-type: none"> <li>1. <b>Results of Non-Price Evaluations:</b> Discuss the results of the non-price evaluations for each vendor that submitted a proposal.</li> <li>2. <b>Results of Price Evaluations:</b> Discuss the results of the price evaluations for each vendor that submitted a proposal.</li> <li>3. <b>Trade-off Analysis:</b> Describe the analysis that led to the recommendation of the prime contractor that should be awarded the TO.</li> </ol>
<p><b>4. Exception:</b> Note: Complete section 4 only if an exception to the “Fair Opportunity to be Considered” process is being claimed.</p>	<p>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.</p> <ol style="list-style-type: none"> <li>1. The agency has such urgent need for services that providing such opportunity would result in unacceptable delays. <i>(Attach Justification)</i></li> <li>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></li> <li>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> <b>Contract W91QUZ-06-D</b> , <b>TO</b></li> <li>4. It is necessary to place an order to satisfy a minimum guarantee.</li> <li>5. A statute expressly authorizes or requires that the purchase be made from a specified store.</li> </ol>
<p><b>5. Authorized Official:</b></p>	<p>Selection Recommendation Document must be signed by the authorized selection official, e.g. ordering contracting officer. Electronic signature (<i>//s//</i>) is acceptable.</p>
<p><b>Name, Signature and Date:</b></p>	

## ATTACHMENT 10 ITES-3S ACRONYMS

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Below is a list of acronyms pertinent to the ITES-3S ordering guide:

- ACC-RI - Army Contracting Command - Rock Island
- ACRN - Accounting Classification Reference Number
- AFARS - Army Federal Acquisition Regulation Supplement
- BPA – Blank Purchase Agreement
- CHESS – Computer Hardware Enterprise Software and Solutions
- CLINs - Contract Line Items
- COR - Contracting Officer Representative
- COTR - Contracting Officer's Technical Representative
- COTS - Commercial Off-the-Shelf
- CR - Cost Reimbursement
- DD - Defense Department
- DFARS - Defense Federal Acquisition Regulation Supplement
- DOD - Department of Defense
- ESI - Enterprise Software Initiative
- FAE - Functional Area Expert
- FAR - Federal Acquisition Regulation
- FASA - Federal Acquisition Streamlining Act
- FFP - Firm Fixed Price
- FY - Fiscal Year
- GAO - Government Accountability Office
- GFE - Government Furnished Equipment
- GFI - Government Furnished Information
- IAW - In Accordance With
- ID/IQ - Indefinite Delivery/Indefinite Quantity
- IT - Information Technology
- ITES-3S – Information Technology Enterprise Solutions – 3 Services
- NDAA - National Defense Authorization Act
- OCO – Ordering Contracting Officer
- OCOR – Ordering Contracting Officer Representative
- ODC - Other Direct Charges
- PBSA - Performance-Based Service Acquisition
- PCO- Procuring Contracting Office
- POC - Point of Contact
- PWS - Performance Work Statement
- QASP - Quality Assurance Surveillance Plan
- RA - Requiring Activity
- RFP - Request for Proposal
- SME - Subject Matter Expert
- SoNA – Statement of Non-Availability



- SOO - Statement of Objectives
- SOW - Statement of Work
- T&M - Time and Materials
- TO - Task Order
- TOR - Task Order Request