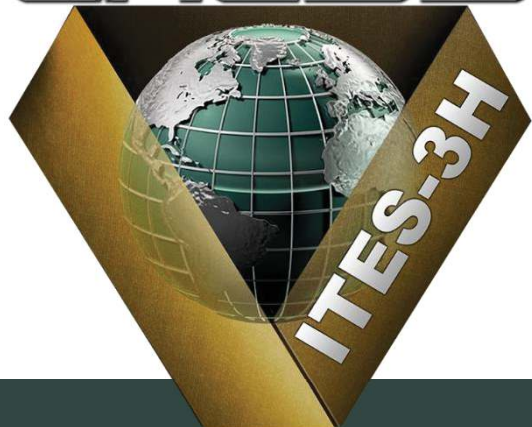




# INFORMATION TECHNOLOGY ENTERPRISE SOLUTIONS-3 HARDWARE (ITES-3H)

**ORDERING GUIDE**

**NOVEMBER 2023**



# FOREWORD

These ordering guidelines contain the information needed to issue Delivery Orders (DOs) against the Information Technology Enterprise Solutions - 3 Hardware (ITES-3H) contracts. These contracts were awarded under the Federal Acquisition Streamlining Act (FASA), the Clinger-Cohen Act, and the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2016, which requires that the prime contractors be provided a fair opportunity to be considered for delivery/task order awards. The contracts are structured as Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, using DOs for the acquisition of a full range of Information Technology (IT) equipment for server, storage, and network environments; for related integration services; and for maintenance/warranty of legacy IT equipment as part of an ITES-3H solution, in accordance with (IAW) the commercial items definition in Federal Acquisition Regulation (FAR) 2.101. A Commerciality Determination has been performed at the base IDIQ level and therefore is not required at the DO level.

These contracts are available to the Army, other DOD agencies, and all other Federal agencies, and authorized Government contractors supporting these agencies IAW the Defense Federal Acquisition Regulation Supplement (DFARS) 252.251-7000.

Questions regarding these guidelines and procedures for placing orders against the contracts should be directed to Computer Hardware, Enterprise Software and Solutions (CHESS). Questions of a contractual nature should be directed to the Procuring Contracting Office (PCO), Army Contracting Command - Rock Island (ACC-RI). These guidelines will be revised, as needed, to improve the process of awarding and managing orders under the ITES-3H contracts.

## **CHESS**

ATTN: SFAE-PS-CH  
10119 Beach Rd Fort Belvoir,  
VA 22060, Building 322  
Fort Belvoir, VA 22060-5526  
Toll Free Customer Line 1-888-232-4405  
armychess@army.mil

## **ACC-RI**

Contracting Officer

ATTN: Julie Lawrence  
CCRI-OQC  
3055 Rodman Ave  
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Contract Specialist

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Information regarding the ITES-3H contracts, including links to the prime contractors' home pages, can be found at: <https://chess.army.mil>.

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# CHAPTER 1

## ITES-3H GENERAL INFORMATION

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### 1. BACKGROUND

The ITES-3H contracts are multiple award, ID/IQ contract vehicles, specifically designed as the primary source of IT equipment to support the Army enterprise infrastructure and infostructure goals with a full range of innovative, world class IT equipment and solutions at a reasonable price.

It is essential that the ITES-3H equipment integrate and enhance Army Net-operations/Net-centric capabilities, while providing a common look and feel for Army applications at all levels of both the strategic and tactical Army enterprise. Emphasis should be placed on equipment that can be updated or enhanced in order to incorporate long-term migration strategies with performance enhancements for initiatives such as the Global Information Grid (GIG), Future Combat Systems (FCS), Information Assurance (IA) policies, and Internet Protocol version 6 (IPv6) policies. The equipment must be in compliance with existing Department of Defense (DOD) and Department of Army standardization and interoperability policies.

Working in partnership with the prime contractors, CHES manages the contracts in coordination with ACC-RI. ITES-3H contractors are to enhance Army capabilities by partnering with and supporting the implementation of Network Enterprise Technology Commands (NETCOM) Networkiness Program.

### 2. SCOPE

The ITES-3H contracts provide for the purchase and lease of commercial UNIX Based Servers, Non-UNIX based servers, desktops, notebooks, workstations, thin clients, storage systems, networking equipment (including wireless), network printers, product ancillaries (including equipment cabinets, racks and mounts), peripherals (including monitors), network cabling products, video teleconferencing (VTC) products, standalone displays (e.g., plasma screens, HDTVs), scanners, Everything over Internet Protocol (EoIP) products, communication devices, power devices, and software provided as part of the end to end solution (includes Enterprise Software Agreements (ESA), Non-ESA, SmartBUY, and Non-SmartBUY), warranty variations, and other related incidental services, accessories, and options.

#### **NOTES for LEASE, SOFTWARE and WARRANTY PURCHASES:**

**Lease:** The term “lease” includes both fixed lease payments and variable lease payments based on consumption or utilization, provided the solution is delivered to government-designated premises. Terms and conditions for the leases shall be negotiated between the OCO and the contractor. Lease terms cannot extend past 36 months after contract expiration. Delivery of leased items must occur no later than 180 days after contract expiration.

For all lease arrangements of Multifunctional Devices, to include Cost per Copy, Government retention of the Hard Drive is required in accordance with Army regulation.

**Software: Army customers** are required to procure software through CHES. To do so you must look at ELAs first, then ESI, and lastly ITES-SW. You will need to refer to the specific software contract pages to determine if the CHES contracts meet your requirements. For ITES-SW, you will need to submit a Request for Quote (RFQ). If you determine the CHES contracts do not meet your requirements, you must submit a request for a Statement of Non-Availability (SoNA).

**Warranties:** Some Agencies/Organizations purchase warranties that cover the entire Agency/Organization. Please ensure that there are no warranties purchased to cover your requirement prior to your purchase to eliminate double payments for the same products.

Personal computers and notebooks are for the fielding of a complete system or as part of a total design solution, as opposed to a personal computer or notebook replacement vehicle. In addition, the contractor shall provide related Firm-Fixed-Price (FFP) services that enable the capability to provide end-to-end equipment solutions.

Services shall be directly related to the procurement of equipment under this contract. The legacy equipment warranty/maintenance shall be related to the integration of equipment procured under this contract. The services shall be performed as requested by the customer on individual DOs.

In order to keep pace with changes in technology and meet worldwide requirements of the Army, the contractor shall provide for new technologies and refresh their catalog product offerings IAW the contractor's commercial business practices, as Army requirements change, and IAW this agreement, over the life of this contract. These new technologies may include, but are not limited to: biometrics, embedded encryption, body wearable computers and displays, wireless products, and mobile personal data terminals. IT products procured through this acquisition are required to comply with DOD and Army standards.

The Contract Line Items (CLINs) consist of equipment and warranty catalogs, non-catalog unpriced items, services, software, and shipping. Separate CLINs exist for the base period and the two option periods:

<b>Base Period:</b>	22 FEB 2016 – 21 FEB 2019
<b>Option 1:</b>	22 FEB 2019 – 21 FEB 2020
<b>Option 2:</b>	22 FEB 2020 – 21 FEB 2021
<b>Extension 1:</b>	22 FEB 2021 – 21 APR 2022
<b>Extension 2:</b>	22 APR 2022 – 22 AUG 2023
<b>Extension 3*:</b>	23 AUG 2022 – 19 MAY 2025
<b>Ext 3 - Option 1:</b>	20 MAY 2025 – 19 NOV 2025, if exercised
<b>Ext 3 – Option 2:</b>	20 NOV 2025 – 19 FEB 2026, if exercised

\*The ITES-3H ordering period is extended by contract modification an additional 21 months, from 23 August 2023 to 19 May 2025, with all performance on existing and new orders to be completed no later than 19 MAY 2028 (reference clause/paragraph 52.216-22(d), Indefinite Quantity, remains stating, "...Contractor shall not be required to make any deliveries under this contract after 36 months after expiration of the contract".

Catalog I equipment (UNIX-based Servers) CLINs consist of:

<b>Base Period:</b>	0101
<b>Option 1:</b>	1101
<b>Option 2:</b>	2101

**NOTE:** Extension period(s) are to follow the above "Option 2" CLIN structure.

A minimum discount is identified by each contract's (see paragraph 3 below) catalog CLIN. The catalogs consist of the following descriptions and CLIN numbers:

#### **Catalog I – UNIX based Servers**

- UNIX platforms with multiple core Intel/AMD or equivalent processors. Includes items that directly support the provided platforms (e.g., various processor clock rates, high availability components, internal storage devices such as hard disk drives and optical drives, memory modules and upgrades, video cards, network interface cards, expansion bays, multimedia devices, interface adapter cards, internal cables, processor/ motherboard upgrades), mounting racks, cabinets, power supplies, power adaptors, clustering devices, and operating systems/licenses not covered or provided under existing Government enterprise agreements, e.g., Enterprise Software Agreements (ESA) provided under the Enterprise Software Initiative (ESI) and SmartBUY as described on the CHES website. CLINs 0101 (Base Period), 1101 (Option 1), & 2101 (Option 2).

#### **Catalog II – Non-UNIX based Servers**

- Non-UNIX based platforms with Intel/AMD or equivalent processors. Includes predominately Windows based servers operating items that directly support the proposed platforms (e.g., various processor clock rates, internal storage devices such as hard disk drives and optical drives, memory modules and upgrades, video cards, network interface cards, multimedia devices, interface adapter cards, expansion bay, internal cables, processor/motherboard upgrades), mounting racks, cabinets, power supplies, power adaptors, clustering devices, and operating systems/licenses not covered or provided under existing Government enterprise agreements, e.g., ESA and SmartBUY as described on the CHES website. As more operating systems are added to the Army Golden Master (AGM), more servers supporting these operating systems may be added to the catalog. CLINs 0201 (Base Period), 1201(Option 1), & 2201 (Option 2).

#### **Catalog III – Workstations, Thin Clients, Desktops and Notebooks**

Includes workstation platforms with Error Check & Correcting (ECC) memory and Serial Advanced Technology Attachment (SATA) drives. Desktops consist



of platforms with Double Data Rate three (DDR3) memory and SATA drives. Notebooks use various DDR memory architectures. Thin clients require flash memory. All are platforms with Intel (or equivalent) processors. Included are internal items that directly support the proposed platforms (e.g., various processor clock rates, internal storage devices (hard disk drives and optical drives), memory modules and upgrades, video cards, network interface cards, multimedia devices, interface adapter cards, expansion bay, internal cables, processor and motherboard upgrades), keyboard/mouse, portable storage devices, memory cards, power strips, USB hubs, card readers, speakers, external connection cables, expansion chassis, monitors, power adaptors, warranty and warranty variations, and operating system/licenses not covered or provided under existing Government enterprise agreements, e.g. ESA and SmartBUY as described on the CHESSE website. CLINs 0301 (Base Period), 1301 (Option 1), & 2301 (Option 2).

#### **Catalog IV – Storage Systems**

- Includes items such as various storage arrays, storage area networks, various Just Bunch of Disks (JBODs) configurations, various sizes of hard disk drives, storage cables, adapters, storage expansion cabinets, storage network bridge devices, power supplies, power adaptors, firmware, tape backup devices, optical backup devices, tape and optical media, and related commercial storage software products not covered or provided under existing Government enterprise agreements. CLINs 0401 (Base Period), 1401 (Option 1), & 2401 (Option 2).

#### **Catalog V – Networking Equipment**

- Includes items such as managed and unmanaged switches, hubs, gateways, routers, wireless networking devices, EoIP, associated cables, adapters, firmware, memory upgrades, interface cards, power supplies, power adaptors, expansion bays, service packs, and related network management software products not covered or provided under existing Government enterprise agreements. CLINs 0501 (Base Period), 1501 (Option 1), & 2501 (Option 2).

#### **Catalog VI – Network Printers**

- Includes network printers, scanners, supporting devices (e.g. hard disk drives, memory and upgrades, network interface adapters, cables, input trays, duplexers, output bins), and power adaptors. CLINs 0601 (Base Period), 1601 (Option 1), & 2601 (Option 2).

#### **Catalog VII – Cables, Connectors, and Accessories**

- Includes various network cables (metallic and optical) to include, but not limited to, cable trays, various cable bends, connectors and cable tray hangers. CLINs 0701 (Base Period), 1701 (Option 1), & 2701 (Option 2).

#### **Catalog VIII – Video Equipment Products**

- Includes VTC equipment, standalone displays (Plasma, LCD, HDTVs) larger than 21 inches, and projectors to include ancillaries. CLINs 0801 (Base Period), 1801 (Option 1), & 2801 (Option 2).

### **Catalog IX - Uninterruptible Power Supplies (UPS)**

- Includes Uninterruptible Power Supplies (UPS), power strips, and line conditioners. CLINs 0901 (Base Period), 1901 (Option 1), & 2901 (Option 2).

A catalog warranty CLIN corresponds to each hardware catalog CLIN, except for CLINs 0701, 1701, and 2701. The warranty CLIN is the catalog hardware CLIN plus “1”. Therefore, as an example for Catalog I, the corresponding warranty CLINs for the base period and each of the two option years are 0102, 1102, and 2102. Warranty CLINs are also identified with a minimum catalog discount.

**NOTE:** Under the ITES-3H contract, hardware purchases in all Catalogs, except for Catalog III, have a one-year warranty. Catalog III items have a three-year warranty. These warranties remain in effect after the contract reaches its end of life and do not fall under Clauses 52.212-4 or 52.216-22. If the Original Equipment Manufacturer (OEM) warranty is longer than the standard one-year or three-year (for Catalog III) warranty, the OEM’s warranty shall apply.

**NOTE:** If a product is available for lease, the Ordering Contracting Officer (OCO) will perform a Lease vs. Buy Analysis.

**DOD Information Network (DODIN) Approved Products List (APL):** If there is an APL category for a solution, then solutions offered must be posted on the DODIN APL (<https://aplits.disa.mil/apl>) unless the Ordering Contracting Officer (OCO) makes a determination that the DODIN APL is not applicable to the solution sought (as defined in the Unified Capabilities Requirements 2013 and in the DODIN APL Process Guide) and states the exception in the request for quote (RFQ). The OCO may indicate a preference for an APL solution in the RFQ even if the solution sought does not require listing on the DODIN APL. All responses to RFQs must clearly identify whether a solution being offered is posted to the DODIN APL or not posted to the DODIN APL if there is an APL category for that solution. When submitting a new catalog to the CHES Product Officer for ITES-3H and to the Contracting Officer and Contract Specialist for ITES-3H for approval, the contractor must clearly identify whether the item is posted to the DODIN APL.

No established minimum discount exists for non-catalog items. The OCO must establish FFPs IAW FAR 15.4 for unpriced items.

The non-catalog, unpriced items are:

#### **Related Items and Equipment:**

This CLIN may be used for Army-approved IA items, new technology items that do not fit into the predefined Catalogs I through IX, and for items required to complete an ITES-3H solution. Related items do not necessarily fit into Catalogs I through IX and shall be within the scope of the contract. This CLIN shall be provided IAW paragraph (b)(1) of the Pricing Terms. CLINs 0910 (Base Period), 1910 (Option 1), & 2910 (Option 2).

**NOTE:** All ITES-3H contract catalog items must be Trade Act Agreement (TAA)





compliant. However, there are instances where an item required as part of an ITES-3H solution is not TAA compliant, and no TAA compliant item is available. OCOs may make a determination to waive the TAA requirement and purchase the non-TAA compliant item only after confirming:

- The item to be purchased is non-TAA compliant
- No TAA compliant items are available from any of the ITES-3H contractors
- No other TAA compliant items are available that will satisfy the requirement
- In preparing a TAA waiver, the OCO should consult with their local network authorities and assigned executive officer for approval

OCO's will document the order file to support the determination to waive the TAA requirement (reference Chapter 2, item 4). Such waivers will be specific to the individual DO and IAW the OCO agency's policies and procedures. Non-TAA compliant items will be offered under the Related Items, Equipment and Software CLIN. The OCOs must establish FFPs IAW FAR 15.4 for these items.

#### **Related Software:**

This CLIN may be used for commercial non-ESA software products or non-SmartBuy software products required to complete an ITES-3H solution. Related software products must be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms. CLINs 0911 (Base Period), 1911 (Option 1), & 2911 (Option 2).

**NOTE:** If a customer submits a Request for Quote (RFQ) for software (SW) ONLY, the vendor may quote only when the customer can provide documentation proving that the original license was purchased under ITES-2H or ITES-3H. All other SW purchases MUST be done in conjunction with a total solution.

#### **Related Services:**

Related services shall be services directly related to the ITES-3H equipment requirement. The contractor shall also provide legacy equipment maintenance/warranty as part of system configuration and integration services. The legacy equipment warranty/maintenance shall be related to the integration of equipment procured under this contract and will clearly define items to be maintained and level of service required. All services shall be performed as negotiated and agreed to by the Requiring Activity (RA). These services shall be provided IAW paragraph 3.3 of the Statement of Work (SOW). CLINs 0912 (Base Period), 1912 (Option 1), & 2912 (Option 2).

**NOTE:** If a customer submits a Request for Quote (RFQ) for maintenance and/or warranty ONLY, the vendor may quote only when the customer can provide documentation proving that the original hardware was purchased under ITES-2H or ITES-3H. All other maintenance and/or warranty purchases MUST be done in conjunction with a total solution. If the hardware was purchased outside of ITES-3H or ITES-2H then the preferred source of supply for hardware maintenance should be the CHES Service contracts. For Army users, CHES is the mandatory source for the purchase of commercial IT services IAW Army Federal Acquisition Regulation Supplement (AFARS) 5139.101-90(b).



**NOTE:** All applicable clauses required in support of OCONUS services shall be added to the individual orders by the OCO.

**NOTE #4:** The ITES-3H contract has an ordering period expiration date of 19 MAY 2025. The contract includes 52.216-22(d) (specifying 36 months), which allows work to continue that has been STARTED but not COMPLETED at the time of contract expiration. NO NEW WORK CAN BE AWARDED OR BEGIN AFTER THE EXPIRATION DATE OF THE BASE CONTRACT; however, if a delivery order contains a valid option period, clause 52.217-8, "Option to Extend Services," or clause 52.217-9, "Option to Extend the Term of the Contract," these CAN BE exercised AFTER the ordering period for the base contract expires. ALL WORK ABSOLUTELY MUST STOP ON THE DATE ALLOWED BY 52.216-22(d). Extended maintenance/warranty ONLY may extend past 19 MAY 2028 as long as the support was awarded/ordered prior to 19 MAY 2025 AND the support POP is multi-year in nature (e.g. three continuous years vice three one-year options) as no options can be exercised after 19 MAY 2028.

### **Related incidental Commercial off-the-shelf (COTS) Services and Software**

If related incidental Services and/or software products are required for a particular TO, the CHESSE contracts are the preferred source of supply. For Army users, CHESSE is the mandatory source for hardware and software IAW Army Federal Acquisition Regulation Supplement (AFARS) 5139.101.

**Army customers** are required to procure COTS IT products through CHESSE. The vendor must attempt to submit a Request for Proposal (RFP) (Service) or Request for Quote (RFQ) (Software) on behalf of the customer.

OCO's are responsible for obtaining a Letter of Authorization (LOA) for vendors to purchase on their behalf of their organization. A LOA is required prior to an RFx submission. This requirement is for any task orders that use Army Funds or are purchasing on behalf of the Army. The listing of COTS hardware and software available from CHESSE sources can be viewed on the IT e-mart at <https://chess.army.mil>

**NOTE:** Please see CHESSE ITES-3H Contracts Page for the LOA template.

<https://chess.army.mil/Contract/Program?Name=ITES-3H>

If it has been determined that the CHESSE contracts do not meet the organizational requirements or it has been determined the products must be purchased from another source, the customer must submit a request for a Statement of Non-Availability (SoNA), regardless of dollar value. The customer can obtain access to 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 official file.



**Note:** For all orders, 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 CHES they must obtain a **SoNA** from CHES in addition to a **HQDA-level ITAS Approval**. See the CHES FAQ for further information.

**Outside Continental United States (OCONUS) Shipping:**

Shipping for deliveries to OCONUS locations in 35 calendar days IAW paragraph (b)(4) of the Pricing Terms. CLINs 0913 (Base Period), 1913 (Option 1), & 2913 (Option 2).

**Shipping Variations:**

Alternate or additional delivery schedules such as ship-in-place, expedited shipping, or shipping to APO addresses, shall be negotiated under individual delivery orders under this contract IAW paragraph (b)(5) of the Pricing Terms. CLINs 0914 (Base Period), 1914 (Option 1), & 2914 (Option 2).

**DOD Enterprise Software Initiative (ESI):**

The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms. CLINs 0915 (Base Period), 1915 (Option 1), & 2915 (Option 2).

**Other Direct Expenses:**

Other direct expenses for items used in providing services, including travel, in accordance with paragraph (b)(3) of the Pricing Terms, and as negotiated in individual delivery orders under this contract. Travel and per diem will be quoted on a FFP basis, and shall be in accordance with the then-current version of the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR). Price is TBD at the DO level. CLINs 0916 (Base Period), 1916 (Option 1), & 2916 (Option 2).

**Non-catalog Items:**

The Government reserves the right to add CLINS for individual items to the contract that currently are not catalog items. See paragraph 3.2 of the SOW. CLINs 0917 (Base Period), 1917 (Option 1), & 2917 (Option 2).

**Contractor Manpower Reporting (CMR):**

This CLIN shall be included in every Army order containing services. This CLIN shall be used for the pricing of the collection and reporting Contractor Manpower Reporting (CMR) Data and will be priced on an individual order basis and shall be IAW the CMR clause contained in the contract. Reporting period will be the Period of Performance (PoP) not to exceed (NTE) 12 months ending 30 September of each Government FY, and must be reported by 31 October of each calendar year. For each order, the contractor shall specify the estimated number of direct labor hours required for the CMR reporting of that specific order and the applicable estimated direct labor dollars. CLINs 0918 (Base Period), 1918 (Option 1), & 2918 (Option 2).

**3. PRIME CONTRACTORS**

The following is a list of the ITES-3H prime contractors, their respective contract numbers, business size applicable to the specific contract and links to the prime contractor websites.



Prime Contractor	Contract Number	Business Size
Affigent, LLC	W52P1J-16-D-0005	Small
Telos Corporation	W52P1J-16-D-0006	Large
Unicom Government, Inc.	W52P1J-16-D-0007	Large
International Business Machines Corporation	W52P1J-16-D-0008	Large
Dynamic Systems, Inc.	W52P1J-16-D-0009	Small
Dell Federal Systems L.P.	W52P1J-16-D-0010	Large
Zivaro, Inc.	W52P1J-16-D-0011	Small
Hewlett Packard Enterprise	W52P1J-16-D-0012	Large
CDW Government, LLC	W52P1J-16-D-0013	Large
Iron Bow Technologies, LLC	W52P1J-16-D-0014	Large
Wildflower International, LTD.	W52P1J-16-D-0015	Small
World Wide Technology, LLC	W52P1J-16-D-0016	Large
GovConnection, Inc.	W52P1J-16-D-0017	Large
Government Acquisitions, Inc.	W52P1J-16-D-0019	Small
ID Technologies, LLC	W52P1J-16-D-0020	Large
Microtechnologies, LLC	W52P1J-16-D-0029	Small

#### 4. CONTRACT TERMS/APPROACH

Separate, multiple awards were made for ITES-3H with the following initial contract terms and provisions:

Contract Terms	ITES-3H
Contract Minimum	<ul style="list-style-type: none"> <li>NTE \$10,700.00 for each contractor</li> <li>The minimum applies only to the Base Period</li> </ul>
Contract Maximum	<ul style="list-style-type: none"> <li>\$5,000,000,000.00 over a five-year period of performance. The contract maximum represents the total requirement for the life of the contract (including options, if exercised).</li> </ul>
Period of Performance	<ul style="list-style-type: none"> <li>Five Years: <ul style="list-style-type: none"> <li>36-month base period</li> <li>Two 12-month option periods</li> </ul> </li> </ul>
Pricing Structure	<ul style="list-style-type: none"> <li>Firm-Fixed-Price</li> </ul>



**5. FAR 16.505, AFARS 5116.5, and DFARS 216.505-70**

The following regulations are applicable to ITES-3H contracts:

IAW FAR 16.505(b) and Army Federal Acquisition Regulation Supplement (AFARS) 5116.5, for all orders in excess of the micro-purchase threshold and not exceeding the simplified acquisition threshold, the OCO must provide each contractor a fair opportunity to compete unless an exception is justified IAW FAR 16.505(b)(2). In making the award, the OCO must document his/her selection, including the basis for award (e.g., low price, or best value tradeoff) and any tradeoffs, in the case of best value, between price and non-price considerations; the selection must consider price. Finally, though not required, the OCO should consider past performance on earlier orders under ITES-3H and use streamlined procedures. The contract file must include the basis for the exception to the fair opportunity process.

- IAW the NDAA for FY 2008, DOs in excess of \$5,000,000.00 require the OCO to provide a RFQ to all ITES-3H contractors that includes a clear statement of the requirements, a reasonable period of time to provide a proposal in response to the RFQ, disclosure of the significant factors and sub factors, including cost or price, that the OCO expects to consider in evaluating such proposals, and their relative importance. In the case of an award that is to be made on a best value basis, the OCO must prepare a written statement documenting the basis for the award and the relative importance of quality and price or cost factors. For orders in excess of \$5,500,000.00, the OCO must provide an opportunity for post-award debriefings.
- IAW DFARS 216.505-70, Orders under multiple award contracts, if only one offer is received in response to an order exceeding the simplified acquisition threshold that is placed on a competitive basis, the contracting officer shall follow the procedures at 215.371.



# CHAPTER 2

## ITES-3H ROLES AND RESPONSIBILITIES

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The following is a summary of the roles and responsibilities for the primary organizations in the ITES-3H contract process.

### 1. ARMY CONTRACTING COMMAND – ROCK ISLAND

- Serves as the PCO for the ITES-3H contracts. The PCO has overall contractual responsibility for the ITES-3H contracts. All orders issued by an RA's OCO are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any DO.
- Provides advice and guidance to RAs, OCOs, and contractors regarding contract scope, acquisition regulation requirements, and contracting policies.
- Approves and issues modifications to the basic contract as the Administering Contracting Officer.
- Represents the Contracting Officer position at various contract-related meetings.

### 2. COMPUTER HARDWARE, ENTERPRISE SOFTWARE AND SOLUTIONS

- Designated by the Secretary of the Army as the Army's primary source for commercial IT.
- Is the RA for this acquisition
- Project Director under the Program Executive Officer, Enterprise Information Systems.
- Maintains the IT e-mart, a no-fee flexible procurement strategy through which an Army user may procure COTS IT hardware, software, and services. The CHES IT e-mart features RFQ and Reverse Auction tools. The IT e-mart website is: <https://chess.army.mil>.
- With support from the US Army, Information Systems Engineering Command, (ISEC), assists Army organizations in defining and analyzing requirements for meeting the Army's enterprise infrastructure and infostructure goals.
- Works with requiring activities to help them understand how ITES-3H can best be used to meet their requirements.
- Conducts periodic meetings with the prime contractors to ensure requirements, such as standards and reporting requirements, are understood and adhered to.
- Serves as the PCOs Program Representative.

### 3. REQUIRING ACTIVITY (RA)

- Defined as any organizational element within the Army, DOD, and other Federal agencies.
- Adheres to the requirements and procedures defined in the ITES-3H contracts and these guidelines.
- Defines requirements.
- Funds the work to be performed under ITES-3H DOs.
- Prepares DO requirements packages.



#### 4. ORDERING CONTRACTING OFFICER (OCO)

- OCOs within the Army, DOD, and other Federal agencies are authorized to place DOs within the terms of the contract and within the scope of their authority.
- Serves as the interface between the contractor and the Government for individual DOs issued under the ITES-3H contracts.
- Responsible for requesting, obtaining, and evaluating proposals/quotations, and for obligating funds for DOs issued.
- Responsible for addressing non-TAA compliant product issues affecting individual DOs and preparing any waivers or determinations necessary to acquire non-TAA compliant products.

#### 5. ORDERING CONTRACTING OFFICER'S REPRESENTATIVE (OCOR)

- Ordering CORs will be designated by letter of appointment from the OCO.
- Serves as the focal point for all task activities, and the primary point of contact 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.
- Obtains required COR training.

**NOTE:** The Army Contracting Command Acquisition Instruction provides a list of approved COR training courses.

#### 6. CONTRACTORS

The principal role of the contractor is to deliver and install/integrate products identified in orders issued under its contract within the time frame specified under the contract. Contractors must provide technical assistance and perform warranty services IAW the terms and conditions of the ITES-3H contract.

#### 7. OMBUDSMAN

IAW FAR 16.505(b)(8), contractors that are not selected to perform work under a delivery order/task order award may contact the designated Agency contract Ombudsman for the ITES-3H contracts. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contracts and regulations. ITES-3H contractors that are not selected for award under a DO competition may seek independent review by the designated Ombudsman for the ITES-3H contracts. The ACC-RI Ombudsman will review complaints from the contractors on all DOs issued by ACC-RI and ensure that all contractors are afforded a fair opportunity to be considered for each DO, consistent with the procedures in this contract. The Ombudsman for DOs not issued by ACC-RI will be the Ombudsman that supports that particular OCO. The designated Ombudsman for the ITES-3H base contracts is:

John Thodos  
Army Contracting Command, ACC-RI  
3055 Rodman Ave.  
Rock Island, IL 61299-8000  
309-782-5749  
[john.s.thodos.civ@army.mil](mailto:john.s.thodos.civ@army.mil)



# CHAPTER 3

## ITES-3H ORDERING GUIDANCE

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### 1. GENERAL

- Ordering is decentralized for all ITES-3H requirements. Ordering under the contracts is authorized to meet the needs of the Army only. There are no approvals, coordination, or oversight imposed by the PCO on any OCO. OCOs are empowered to place orders IAW the terms and conditions of the contracts, these Ordering Guidelines, the FAR, the DFARS (as applicable), and their own agency procedures.
- The PCO will not make judgments or determinations regarding DOs awarded under the ITES-3H contracts by an OCO. All issues must be resolved consistent with individual agency procedures and/or oversight.
- Upon request, the PCO is available to provide guidance to OCOs executing orders under the ITES-3H contracts.
- It is mandatory for all customers to submit RFQs and Reverse Auction requests that exceed the micro-purchase threshold using the RFQ tool on CHESST IT e-mart. The CHESST IT e-mart is available to make product and price comparison among all awardees and solicit competitive quotes. The OCO can initiate the delivery order process by issuing an RFQ or initiating a Reverse Auction to the awardees via the CHESST IT e-mart at <https://chess.army.mil/>.

### 2. PRICING

- Pricing is Firm-Fixed-Price. There are also unpriced items. These include eight FFP line items for Related Items and Equipment, Related Software, Related Services, OCONUS Shipping, Shipping Variations, DOD ESI, Other Direct Expenses, Non-Catalog Items, and CMR. The Government reserves the right to add CLINs for individual items to the contract that currently are not catalog items under the New Technology Clause.
- Catalog items will be purchased by DOs. The catalog CLIN on the DO shall list the discounted amount for the catalog items ordered. In the description column, the following minimum information will be listed: catalog number, part number, description, item quantity, unit price and extended amount, discount applied, and the discounted grand total.
- Additional discount(s), from the established catalog discount, may be provided under individual DOs as negotiated by the OCO. Any and all agreements to reduce pricing under the provision shall be subject to all other provisions set forth in the contract. Contract terms and conditions may not be waived, nor additional products (not specified in scope of the contract) be sold as part of the price reduction agreement.

### 3. SMALL BUSINESS SET-ASIDES

- As the Non-Manufacturer Rule applies to ITES-3H, Small Business (SB) set-asides are possible at the delivery order (DO) level.  
(<https://www.sba.gov/contracting/contracting-officials/non-manufacturer-rule>)





- There are several class waivers listed at <https://www.sba.gov/contracting/contracting-officials/non-manufacturer-rule/class-waivers>. An individual waiver can also be applied for at the delivery order level.
- If the SB is a manufacturer of the products being sought, a waiver is not required.
- **For a contract at or below the simplified acquisition threshold (SAT), a small business concern may provide the end item of any domestic firm; a waiver is not required. Please see DoD Class Deviation 2019-O0003 for complete reference.**
- The requiring activity/ordering contracting office (RA/OCO) will have to perform the research to see if there are any SB manufacturers of the product, if a waiver exists on the SBA.gov site, or to request an individual waiver at the DO level. The RA/OCO will coordinate with their cognizant Legal/SB offices as appropriate. The OCO will have to document the file accordingly.
- TAA compliance is still a requirement on ITES-3H. Per the Non-Manufacturing Rule paragraph at <https://www.sba.gov/contracting/government-contracting-programs/what-small-business-set-aside>, "A waiver of the non-manufacturing rule does not affect other legal requirements that might apply to a supply contract, such as the Buy American Act or Trade Agreements Act."
- The NAICS code for the ITES-3H contract remains 334111. NAICS 334111 is the only code to be used at the delivery order level.
- ACC-RI and CHES will not be making any determinations if specific products apply to a particular waiver.
- **ONLY UPON COMPLETION OF THE ABOVE WILL THE OCO BE ABLE TO SET ASIDE PROCUREMENTS FOR SBs ON THE CHES IT E-MART FOR ITES-3H.**
- FAR 19.502 Setting aside acquisitions: 19.502-2 (a) Each acquisition of supplies or services that has an anticipated dollar value exceeding the micro-purchase threshold for acquisitions as described in 13.201(g)(1), but not exceeding the simplified acquisition threshold, is automatically reserved exclusively for small business concerns and shall be set aside for small business unless the contracting officer determines there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery. For the complete reference, please refer to FAR 19.203 and 19.502, and Class Deviation 2018-O0018. Please note that the capability to establish an SBSA has been enabled for ITES-3H. To designate an ITES-3H RFQ as an SBSA when creating an RFQ, check the box located below the list of Vendors next to: "Is this a small business set aside?" The RFQ will then only be sent to the small businesses on ITES-3H.

#### 4. ORDER FORMS AND NUMBERING

- An appropriate order form (DD Form 1155, Order for Supplies or Services, or SF1449, Solicitation/Contract/Order for Commercial Items) shall be issued for each DO. The use of Government Credit Cards is also authorized IAW applicable rules



and procedures. DOs may be issued via telephone, fax, e-mail, postal mail or CHES's IT e-mart.

- New delivery/ call orders created off of A, D, and G type contracts on and after Monday, 23 July 2018, will be 13 characters long and contain "F" in the 9th position. (e.g. W52P1J18F0xxx)

## 5. DELIVERY REQUIREMENTS

- Delivery of products to the Continental U.S. (CONUS) and OCONUS locations shall be IAW individual DOs. Maximum delivery time to the addresses specified in each DO shall be within 30 calendar days for CONUS addresses, and 35 calendar days for OCONUS from the date a valid order is received by the contractor, or as otherwise agreed to by the parties. All contractors offer the ability to expedite delivery, subject to negotiation or additional cost. Partial shipments and partial payments are authorized under the contracts. Shipping shall be Free On Board destination.
- Delivery prices for OCONUS shipments shall be separately negotiated as a FFP CLIN under individual DOs.
- Coordination and scheduling of shipment and delivery is the responsibility of the ordering activity. Commercial shipping is required in lieu of developing a shipping mechanism reliant upon Government personnel intervention.
- If an item cannot be delivered within the delivery time for that item, the contractor shall notify the OCO and CHES within two business days of order receipt, of the expected delivery date for the ordered item(s). Upon notification, the Ordering Agency may choose to cancel the DO or request due consideration for the delay.
- The following defines the locations for CONUS, Named OCONUS, and remote OCONUS:
  - CONUS - The 48 contiguous states, Alaska, Hawaii, and the District of Columbia.
  - Named OCONUS - Germany, Turkey, Italy, Japan, Republic of Korea, Belgium, Puerto Rico, the Netherlands, and the United Kingdom.
  - Remote OCONUS - OCONUS locations that are not listed under CONUS or Named OCONUS to include hostile areas.

## 6. SECURITY CONSIDERATIONS

- Orders shall indicate any security clearances required and the level of classified access necessary. A DD Form 254, Contract Security Classification Specification, shall be prepared and incorporated into the DO when required.
- IAW AFARS 5107.9101, an AT/OPSEC Cover Sheet (*Attachment 3*) has been incorporated into the base contract eliminating the need to create one at the DO level. AFAR 5107.9101 states: "Implementation of AT and OPSEC considerations in the requirements package is the responsibility of the requiring activity. Contracting officers, prior to issuing a solicitation for a service contract (including construction) in excess of the micro purchase threshold or a supply contract in excess of the simplified acquisition threshold, shall ensure that the requirements package contains



a signed AT/OPSEC cover sheet. The cover sheet, at a minimum, must include all the information and reviews listed in the Army standard cover sheet at Appendix A of the AT/OPSEC Desk Reference, available via the Internet at <https://www.us.army.mil/suite/page/589183/> (Army Knowledge Online login required). This requirement also applies to orders under indefinite delivery contracts, unless each task or delivery order under the contract is for substantially the same product or service, in which case the cover sheet at the contract level is sufficient.”

## 7. ORDERING – FAR 16.505

- IAW FAR 16.505(b)(2), for all orders exceeding the micro-purchase threshold but not exceeding the simplified acquisition threshold, the OCO shall give every ITES-3H contractor a fair opportunity to be considered for a DO unless one of the exceptions to fair opportunity applies. The OCO must document his/her rationale if applying one of the exceptions to fair opportunity. However, no special format is required.
- Each order exceeding the simplified acquisition threshold shall be placed on a competitive basis in accordance with FAR 16.505 paragraph (b)(1)(iii)(B), unless supported by a written determination that one of the circumstances described at 16.505(b)(2)(i) applies to the order and the requirement is waived on the basis of a justification that is prepared in accordance with 16.505(b)(2)(ii)(B) Refer to your agency’s approval authorities for placing orders on an other-than-competitive basis. This competitive basis requirement applies to all orders by or on behalf of DOD. Non-DOD agencies shall comply with its agency’s procedures.
- 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-3H contractor, including a description of work to be performed and the basis upon which the selection will be made; and
  - Affords all ITES-3H contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.
- Exceptions to the requirement to place an order on a competitive basis.
  - As provided in FAR 16.505(b)(2), the OCO may waive the requirement to place an order on a competitive basis if a written limited sources justification and approval is done and 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-3H processing time for a fair opportunity to be considered 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 supplies or services required 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. When using this exception, the justification should discuss why the specific requirement continues and why it is to the benefit of the Government for the particular to continue this work. Examples of benefits include:

- Award to any other source would likely result in substantial duplication of cost to the Government that is not expected to be recovered through competition;
  - Award of the order to a different source would cause unacceptable delays in fulfilling the Government's requirements (lack of advance planning is not valid rationale); or
  - A statute expressly authorizes or requires that the purchase be made from a specified source.
- OCOs must consider a set-aside to small businesses IAW FAR 16.505(b)(2)(F). When contemplating a set-aside, the OCO should be cognizant of clause 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products, which is incorporated into the base contracts. These items may only be available from the OEMs.

**NOTE:** For brand name requirements, a justification and approval must be prepared.

- The OCO must follow its agency's procedures for documenting the process and rationale for selection of the awardee for each order. Also, for orders in excess of \$5,500,000.00, the OCO must provide an opportunity for post-award debriefings. See Chapter 1, Paragraph 5 above.
- The CHES *IT e-mart* is available to make product and price comparison among all awardees and solicit quotes from all awardees. Refer to <https://chess.army.mil/>.

## 8. REQUIREMENTS INVOLVING BUNDLING (FAR 2.101 and 7.107) AND CONSOLIDATION (DFARS 207.170)

### Definitions:

Bundling is the consolidation of two or more requirements for supplies or services, previously provided or performed under separate smaller contracts, into a solicitation for a single contract that is likely to be unsuitable for award to a small business concern.

Consolidation of contract requirements means the use of a solicitation to obtain offers for a single contract or a multiple award contract to satisfy two or more requirements of a department, agency, or activity for supplies or services that previously have been provided to, or performed for, that department, agency, or activity under two or more separate contracts.

### Justification:

When market research, conducted by the head of the agency, indicates the Government would derive measurable and substantial benefits, bundling may be necessary and justified. Measurably substantial benefits may include cost savings or price reduction, quality improvements that will save time or improve or enhance performance or efficiency, reduction in acquisition cycle times, better terms and conditions, and any other benefits. The agency must quantify the identified benefits and explain how their impact would be measurably substantial. The agency may determine bundling to be necessary and justified if, as



compared to the benefits that it would derive from contracting to meet those requirements if not bundled, it would derive measurably substantial benefits equivalent to: (1) Ten percent of the estimated contract or order value (including option) if the value is \$94,000,000.00 or less; or (2) Five percent of the estimated contract or order value (including options) or \$9,400,000.00, whichever is greater, if the value exceeds \$94,000,000.00..

Without power of delegation, the service acquisition executive for the military departments, the Under Secretary of Defense for Acquisition, Technology and Logistics for the defense agencies, or the Deputy Secretary or equivalent for the civilian agencies may determine that bundling is necessary and justified when:

- The expected benefits do not meet the percentage/dollar thresholds above but are critical to the agency's mission success.
- The acquisition strategy provides for maximum practicable participation by small business concerns.

See FAR 7.107 for additional guidance.

The consolidation of a contract requirement is necessary and justified when market research indicates the benefits of the acquisition strategy substantially exceed the benefits of each of the possible alternative contracting approaches. Benefits may include costs and, regardless of whether quantifiable in dollar amounts, quality, acquisition cycle, terms and conditions, and any other benefit. Savings in administrative or personnel costs alone do not constitute a sufficient justification for a consolidation of contract requirements unless the total amount of the cost savings is expected to be substantial in relation to the total cost of the procurement.

### **Contracting Officer Responsibility**

In assessing whether cost savings would be achieved through bundling, the contracting officer must consider the cost that has been charged or, where data is available, could be charged by small business concerns for the same or similar work. The contracting officer must justify bundling in acquisition strategy documentation. For orders with an estimated order value of \$8,000,000.00, the acquisition strategy must, in addition to the above:

- Identify the specific benefits anticipated to be derived from bundling.
- Include an assessment of the specific impediments to participation by small business concerns as contractors that result from bundling.
- Specify actions designed to maximize small business participation as contractors, including provisions that encourage small business teaming.
- Specify actions designed to maximize small business participation as subcontractors (including suppliers) at any tier under the order that may be awarded to meet the requirements.
- Include a specific determination that the anticipated benefits of the proposed bundled order justify its use.
- Identify alternative strategies that would reduce or minimize the scope of the bundling, and the rationale for not choosing those alternatives.

Agencies shall not consolidate contract requirements with an estimated total value exceeding \$2,000,000.00 (See DoD Class Deviation 2013-O0021, Contract Consolidation. This class deviation lowers the dollar threshold as set forth at DFARS 207.170-3(a) from



\$6,000,000.00 to \$2,000,000.00. This class deviation is effective until incorporated into the FAR and/or DFARS, or rescinded) unless the acquisition strategy includes:

- The results of market research.
- Identification of any alternative contracting approaches that would involve a lesser degree of consolidation.
- A determination by the senior procurement executive that the consolidation is necessary and justified.

Include the determination in the contract file that the consolidation is necessary and justified IAW DFARS 207.170-3(a)(3).



# CHAPTER 4 ITES-3H ORDERING PROCEDURES

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## 1. ORDERING PROCEDURES

### Delivery Order Request

- The Requiring Activity (RA) prepares the DO request package and submits it to the OCO. *Attachment 1* is an example of a DO checklist and instructions. At a minimum, the package should contain the following:
  - List of Requirements: The RA will provide details on their specific requirements, including a list of equipment and any related services.
  - Funding Document: ITES-3H orders are funded by the RA. Individual OCOs should provide specific instructions as to the format and content.
  - Independent Government Cost Estimate (IGCE): 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-3H contractors. The IGCE should include the basis for the estimate.
  - Basis for DO Award: The OCO, in conjunction with the RA, develops the evaluation criteria that form the basis for a DO award. Whether the award will be based on (i) low price, technical acceptability, or (ii) 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.

### Proposal Preparation Request

The OCO may issue a proposal request to all contractors unless a waiver has been documented using the CHESSE IT e-mart: <https://chess.army.mil>.

- Recommend a proposal/quote submission date of 3-5 calendar days after issuing a DO proposal/quote request. Upon mutual agreement between the contractor(s) and the Government, a shorter or longer proposal/quote time may be established.
- 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, out of scope).
- In responding to proposal/quote requests, contractors are expected to facilitate maximum utilization of DOD ESI source software.

### Evaluation

- The Government will evaluate the contractors' proposal/quote submission IAW the selection criteria identified in the request for proposal.
- Depending upon the basis of award set forth in the request for quotations, award will be determined as a result of the lowest price technically acceptable offer, or a best value process with tradeoffs among price and non-price factors that permits award to other than the lowest priced quotation. When determining "best value", the OCO shall consider price as one of the factors in the selection decision. In addition, the OCO should consider past performance on earlier orders under the contract, including quality and timeliness. While the OCO should keep contractor submission requirements to a minimum, other factors that may be considered include:

- Special features of the supply or service required for effective program performance.
- Trade-in considerations.
- Probable life of the item selected compared with that of a comparable item.
- Warranty considerations.
- Maintenance availability.
- Environmental and energy efficiency considerations.
- Delivery terms.
- Socioeconomic status.
- After proposals/quotes have been received and evaluated, the OCO shall document in the contract file the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision.

### **Award**

At a minimum, the following information shall be specified in each delivery order awarded:

- Date of order.
- Contract and order number.
- Point of contact (name), commercial telephone, facsimile number, and e-mail address.
- OCO's commercial telephone number and e-mail address.
- Description of the supplies to be provided, quantity, unit price, and CLIN and/or Sub Line Item Number (SLIN). Defense Finance and Accounting Service (DFAS) requires identification of the CLIN/SLIN on the order form (or credit card form) for initial entry of orders into their automated payment system. When the contractor submits a request for payment, DFAS will compare the request for payment of CLINs/SLINs with the order CLINs/SLINs. Use of item numbers other than CLINs/SLINs in the "Item No." block on the order form may result in payment delays and excessive administrative costs to both the contractor and the Government.
- Delivery date for supplies and performance period for services.
- Address of place of delivery or performance to include consignee.
- Packaging, packing, and shipping instructions, if any.
- Accounting and appropriation data and contract Accounting Classification Reference Number (ACRN) (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 to the extent not covered by the contract.
- Orders for known Foreign Military Sales (FMS) requirements shall clearly be marked "FMS requirement" on the face of the order, along with the FMS customer and the case identifier code.
- Any other pertinent information.
- Procurement officials purchasing IT for National Security Systems (NSS) must ensure that items are not listed on the NSS Restricted List (Section 2339a List, formerly Section 806 List) IAW DoD policy dated 28 Dec 2018. The list is accessed through the Supplier Performance Risk System (SPRS) at <https://www.sprs.csd.disa.mil/default.htm>.





### **For DFAS Purposes Only**

- FAR clause 52.232.37, MULTIPLE Payment Arrangements, indicates that the Payment Office will be determined on individual Delivery/Task Orders.
- The clause is incorporated into the Base Contract and all modifications.
- The Pay office for each Delivery/Task order issued under this contract is determined at the Delivery/Task Order level.
- The Base Contract Pay Office DoDAAC is system-generated on all Base Contract modifications, however, the Delivery/Task Order Pay Office DoDAAC is the predominant Pay Office.

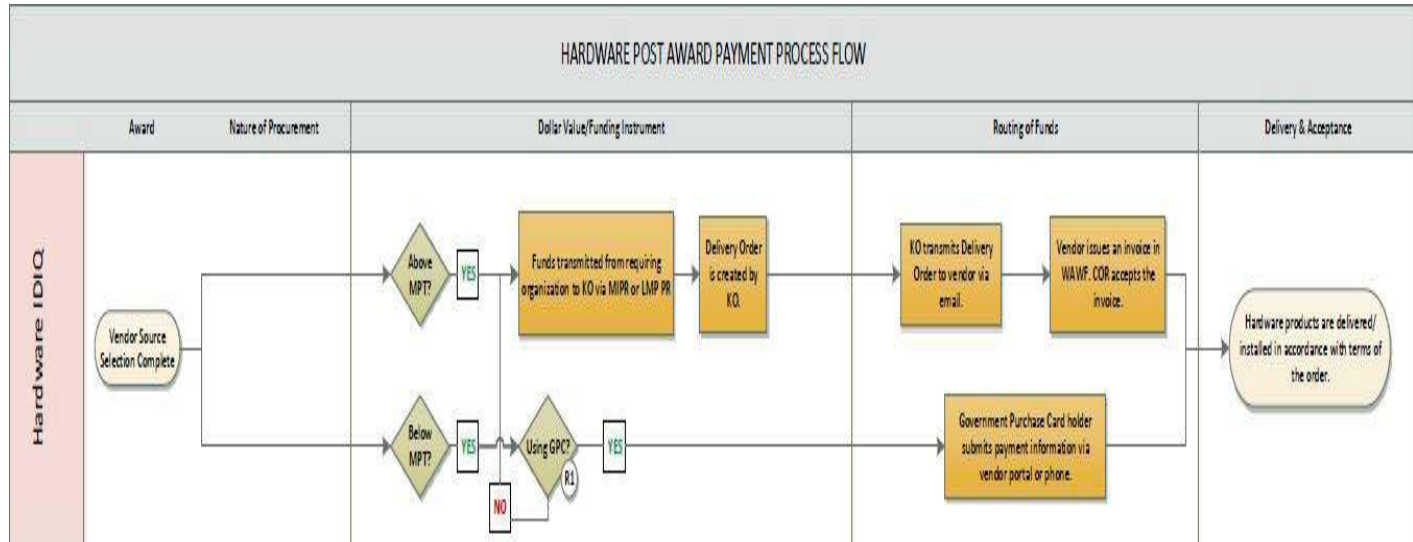
The OCO's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1. A protest is not authorized in connection with the issuance or proposed issuance of a DO, except for a protest on the ground that the order increases the scope, PoP, or maximum value of the contract. Protests of orders in excess of \$25,000,000.00 may only be filed with the Government Accountability Office. The ACC-RI Ombudsman will review complaints from the contractors on all DOs issued by ACC-RI and ensure that all contractors are afforded a fair opportunity to be considered for each DO, consistent with the procedures in this contract. The Ombudsman for DOs not issued by ACC-RI will be the Ombudsman that supports that particular OCO. The designated Ombudsman is identified in Chapter 2, paragraph 7 of these guidelines.

The executed order will be transmitted via mail, facsimile, 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. For orders in excess of \$5,500,000.00, the OCO must provide an opportunity for post-award debriefings.

IAW FAR 42.1502(c), agencies shall prepare an evaluation of contractor performance for each order that exceeds the simplified acquisition threshold that is placed under a delivery-order contract awarded by another agency (i.e., Government wide acquisition contract or multi-agency contract). Agencies are required to prepare an evaluation if a modification to the order causes the dollar amount to exceed the simplified acquisition threshold.



## Post Award Payment Process Flow



Government Purchase Card (GPC)— According to FAR Part 13 “Simplified Acquisition Procedures” the GPC may be used to “1. Make micro-purchases; 2. Place a task or delivery order (if authorized in the basic contract, ordering agreement, or blanket purchase agreement); or 3. Make payments, when contractor agrees to accept payment by card.”.

R1

Cardholders are strongly encouraged to familiarize themselves with:

1. The constraints of their GPC (i.e. dollar threshold (GPC thresholds above MPT are permitted) & allowable types of purchases, such as supplies or services);
2. Their organization’s internal guidelines regarding proper situational use of the GPC; and
3. The terms & conditions of the specific contract vehicle to ensure GPC purchases are permitted.



# ATTACHMENT 1 EXAMPLE

## ITES-3H DELIVERY ORDER REQUEST CHECKLIST

This form constitutes a request for contract support under the ITES-3H contracts. The Requiring Activity completes this form, together with the associated attachments, and forwards the entire package to its supporting Ordering Contracting Officer for processing requests for proposal.

<b>1. Requiring Activity Point of Contact.</b> Include name, title, organization, commercial and DSN phone numbers for voice and fax, and e-mail address:	
<b>2. Designated Order Contracting Officer's Representative.</b> Include name, title, organization, commercial and DSN phone numbers for voice and fax, and e-mail address: (If same as Block 1, type "same)."	
<b>3. Wide Area Work Flow (WAWF) Inspector/Acceptor Point of Contact.</b> Include name, e-mail address, and phone number	
<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"/> Funding Document(s) (scanned or other electronic version is preferable) <input type="checkbox"/> Independent Government Cost Estimate <input type="checkbox"/> Proposal Evaluation Plan <input type="checkbox"/> Delivery Order-unique Defense Department (DD) Form 254 (only if order unique security requirements exist)	
<b>5. Delivery Order Information</b>	
<b>FASA Exception.</b> If you are citing a FASA exception to Fair Opportunity Competition, designate which one below with a justification. <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. <input type="checkbox"/> A statute expressly authorizes or requires that the purchase be made from specified source. <input type="checkbox"/> The agency need for supplies is of such urgency that providing such opportunity would result in unacceptable delays.	
<b>FASA Exception Justification:</b>	
<b>6. Order COR Training Certification:</b> Army Order CORs are required to have contracting officer's representative (COR) training prior to appointment in accordance with paragraph 1.7 of the ACC Acquisition Instruction. Appendix A of the ACC Acquisition Instruction contains a list of ACC-approved training courses. Refer to: <a href="http://aca.saalt.army.mil/Community/procedures.htm">http://aca.saalt.army.mil/Community/procedures.htm</a>	
<b>Order COR Training Certification Date:</b>	ITES-3H Ordering Guide



# ATTACHMENT 2

## ITES-3H ACRONYMS

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

- ACC-RI - Army Contracting Command - Rock Island
- ACRN - Accounting Classification Reference Number
- AFARS - Army Federal Acquisition Regulation Supplement
- AMD - Advanced Micro Devices
- APL - Approved Product List
- CHESS - Computer Hardware Enterprise Software and Solutions
- CLINs - Contract Line Item Numbers
- CMR - Contracting Manpower Reporting
- CONUS - Continental United States
- COR - Contracting Officer Representative
- DFAR - Defense Federal Acquisition Regulation
- DFARS - Defense Federal Acquisition Regulation Supplement
- DO - Delivery Order
- DOD - Department of Defense
- EoIP - Everything over Internet Protocol
- EPA - Environmental Protection Agency
- ESI - Enterprise Software Initiative
- FAR - Federal Acquisition Regulation
- FASA - Federal Acquisition Streamlining Act
- FCS - Future Combat Systems
- FFP - Firm Fixed Price
- FMS - Foreign Military Sales
- FY - Fiscal Year
- GAO - Government Accountability Office
- GIG - Global Information Grid
- HDTVs - High Definition Televisions
- IA - Information Assurance
- IAW - In Accordance With
- ID/IQ - Indefinite Delivery/Indefinite Quantity
- IGCE - Independent Government Cost Estimate
- IPv6 - Internet Protocol version 6
- IT - Information Technology
- ITES-3H - Information Technology Enterprise Solutions - 3 Hardware
- JBoD - Just Bunch of Disks
- NDAA - National Defense Authorization Act
- NETCOM - Network Enterprise Technology Commands
- OCO - Ordering Contracting Officer
- OCOR – Ordering Contracting Officer Representative
- OCONUS - Outside the Continental United States
- OEM - Original Equipment Manufacturer
- PCO- Procuring Contracting Office

- PGI - Procedures, Guidance and Information
- PoP - Period of Performance
- RA - Requiring Activity
- RFQ - Request for Quote
- RISC/EPIC - Reduced Instruction Set Computing/Explicitly Parallel Instruction Computing
- SLIN - Sub Line Item Number
- TAA - Trade Act Agreement
- TIC - Technology Integration Center
- UPS - Uninterrupted Power Supply
- VTC - Video Teleconferencing

# ATTACHMENT 3

## AT/OPSEC Cover Sheet

### CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET

Requirements Package Title: \_\_\_\_\_ Requirements Package CHESSE Info Technology Enterprise Solutions -3 Hardware (ITES-3H)

11-Dec-17

#### Section I.

**Purpose of cover sheet:** To document the review of the requirements package statement of work statement (SOW) quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.

**Army policy requirement:** A signed AT/OPSEC cover sheet is required to be included in all requirements package except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.

**Mandatory review and signatures:** The organizational antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer review is also mandatory.

**Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language.** If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contractual text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW."

1. AT level 1 training (general)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
2. Access and general protection policy and procedures	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
2a. For contractor requiring Common Access Card (CAC)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
2b. For contractor not eligible for CAC, but requires access to DoD facility or installation.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
3. AT awareness training for US based contractor personnel traveling overseas	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
4. iWATCH training	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
6. For contracts that require a formal OPSEC program.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
7. Requirement for OPSEC training	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
8. Information assurance/information technology training	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
9. Information assurance/information technology certification	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> SOW
10. Contractor Authorized to Accompany the Force clause	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
11. Contract requiring performance or delivery in a foreign country	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
12. Handling/Access to Classified Information	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> SOW
13. Threat Awareness Reporting Program	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW

#### Section III. Remarks:

**Antiterrorism Review Signature:** I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism* .



Reviewer <u>James K. Copeland Jr.</u> Typed or printed name, rank/civ grade  _____ Signature	Date <u>12/11/2017</u>  Phone Number <u>703-806-8222</u>
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**Operations Security Review Signature:** I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, *Operations Security* .

12/11/2017 _____ e  <b>X</b> James K. Copeland Jr.  James K. Copeland Jr.	Date <u>12/11/2017</u>  Phone Number <u>703-806-8222</u>
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**Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.**

**1. AT Level I training.** *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area .* All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within XX calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within XX calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.iten.mil>

**2. Access and general protection/security policy and procedures.** *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

**2a. For contractors requiring Common Access Card (CAC).** Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

**2b. For contractors that do not require CAC, but require access to a DoD facility or installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**3. AT Awareness Training for Contractor Personnel Traveling Overseas.** This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

**4. iWATCH Training.** *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within XX calendar days of contract award and within YY calendar days of new employees commencing performance with the results reported to the COR NLT XX calendar days after contract award.

**5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.** All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

<p><b>6. For contracts that require a formal OPSEC program.</b> The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.</p>
<p><b>7. For contracts that require OPSEC Training.</b> Per AR 530-1 <i>Operations Security</i>, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.</p>
<p><b>8. For information assurance (IA)/information technology (IT) training.</b> All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.</p>
<p><b>9. For information assurance (IA)/information technology (IT) certification.</b> Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.</p>
<p><b>10. For contractors authorized to accompany the force.</b> DFARS Clause 252.225-7040, <i>Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States</i>. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.</p>
<p><b>11. For Contract Requiring Performance or Delivery in a Foreign Country,</b> DFARS Clause 252.225-7043, <i>Antiterrorism/Force Protection for Defense Contractors Outside the US</i>. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.</p>
<p><b>12. For contracts that require handling or access to classified information.</b> Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.</p>
<p><b>13. Threat Awareness Reporting Program.</b> For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.</p>

