



ENVIRONMENTAL PROTECTION AGENCY

Enterprise Server Hosting

**TASK ORDER REQUEST FOR QUOTATION
TORFQ # ITS-EPA II-RFQ-10-003**

May 5, 2010

Table of Contents

| | Page |
|--|-----------|
| 1. QUOTATION INSTRUCTIONS..... | 2 |
| 1.1 TECHNICAL FACTOR..... | 3 |
| 1.2 COST/PRICE FACTOR..... | 8 |
| 1.3 OTHER QUOTATION INFORMATION..... | 9 |
| 1.4 QUALITY ASSURANCE..... | 10 |
| 2. EVALUATION CRITERIA..... | 11 |
| 3. PERFORMANCE WORK STATEMENT (PWS)..... | 13 |
| 4. TASK ORDER CLAUSES..... | 21 |
| 5. TASK ORDER PROVISIONS..... | 38 |
| 6. ATTACHEMENT #1 CLIENT AUTHORIZATION LETTER..... | 40 |
| 7. ATTACHEMENT #2 PAST PERFORMANCE QUESTIONNAIRE..... | 41 |
| 8. ATTACHMENT #3 WAGE DETERMINATION | |
| 9. ATTACHMENT #4 GFP | |
| 10. ATTACHMENT #5 TASK ORDER OBJECTIVES | |

Enterprise Server Hosting Task Order Request for Quotation

This Task Order Request for Quotation (TORFQ) for Enterprise Server Hosting is being issued by the Environmental Protection Agency with the intent to award a Task Order under an ITS-EPA II Blanket Purchase Agreement (BPA). The terms and conditions of the vendor's BPA and the vendor's corresponding GSA contract apply to this task as appropriate.

☐ Yes ☒ No This task order is being issued for small business participation only in accordance with the BPA clause entitled "Notice for Small Business Participation."

1. QUOTATION INSTRUCTIONS

The contractor shall comply with the following instructions for preparing the Task Order Quotation. Failure to do so may result in the vendor's quotation being considered non-compliant with the terms and conditions of their BPA.

The first page of the technical portion of the quotation and the cost/price portion of the quotation should each indicate the TORFQ Number: ITS-EPA II-RFQ-09-0003 and title: Enterprise Server Hosting.

Written Quotation

The contractor shall submit a written quotation as outlined in the table below.

| ITS-EPA II Contractor Quotation | Page Limit (Double-Sided) |
|--|--------------------------------------|
| Technical Approach | * |
| Task Level Experience | * |
| Quality Assurance Plan | * |
| Staff Plan | * |
| Transition Plan | * |
| Past Performance | See Section 1.1 |
| Cost/Price Quotation | See Section 1.2 |

* Combined limit 100 text pages

Written Quotations

Please note that the page limitations are double sided, i.e. 50 double sided equates to 100 total pages of text. Each section shall stand alone on its own merits without reference to any other section. For purposes of this RFQ, quotations shall be prepared using "Arial" or "Times New

Roman" 12-point font style on 8½ x 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8-point. Margins shall be not less than one (1) inch on all sides. All material submitted may be single-spaced.

The Written Quotation shall contain a Table of Content(s) with page numbers for all major sections. Cover pages, transmittal letters, table of contents, deliverables, resumes, letters of intent, pages left intentionally blank and milestones do not count toward the page limits. Submit your technical quotations as a separate part of the total proposal package. Omit all pricing details from the technical quotation.

Quotes are due by 12:00 PM Eastern Time on June 25, 2010.

Please note that there are distinct addresses designated for quote submission for US Mail and Other Than US Mail.

Vendors are responsible for ensuring that their quotes (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated prior to the designated date and time established for receipt. Vendors are also responsible for allowing sufficient time for the quote to be processed through EPA's internal mail distribution system described below so as to reach the designated location for quote receipt on time.

Four (4) copies, inclusive of one (1) original and three (3) copies of the quote (technical and cost shall be submitted by 12:00 ET on June 25, 2010 to: Quotations shall be clearly marked "SOLICITATION NUMBER TORFQ# ITS-EPA II-RFQ-09-0003 FOR ENTERPRISE SERVER HOSTING" and sent to the following address:

Courier & Hand Carrier
U.S. Environmental Protection Agency
Attention: Laconda Cannady
RTP Procurement Operations Division (D143-01)
4930 Page Road
Durham, NC 27703

U.S. Mail
U.S. Environmental Protection Agency
Attention: Laconda Cannady
RTP Procurement Operations Division (E105-02)
109 T.W. Alexander Drive
Research Triangle Park, NC 27711

1.1 Technical Factor

Vendors shall include the following in their Task Order Quotation.

Sub-Factor 1 – Technical Approach: Vendors shall provide a clear and concise narrative description that addresses their knowledge to meet the technical requirements for each section in

the PWS and shall demonstrate a thorough understanding of the technical requirements in the PWS. Vendors shall concisely and accurately discuss the nature of the services to be performed.

Vendors shall demonstrate a detailed and workable approach to performing all of the required services in the PWS. They shall provide detailed information that addresses their proposed approach and capabilities to meet the technical requirements for the PWS. This approach must be technically sound, logistically appropriate, and efficient.

The vendors approach must explain how they will coordinate work that involves multiple task orders, EPA customers, and other development contractors. Vendors must explain their approach for managing projects that depend upon performance of other ITS-EPA II task orders.

The approach shall include an itemized schedule of all milestones and deliverables for the managing the Task Order. The contractor shall describe their plan for incorporating customer and stakeholder input and review throughout the project life.

Vendors shall demonstrate that their proposed approach reflects a significant understanding of the program's objectives, operating environment and constraints, and relationship of information and IT to those objectives.

Vendors shall provide a Project Management Plan that addresses how the requirements of this task shall be met.

Sub-Factor 2 – Task Level Experience: Vendors shall provide project experience similar in size, scope, and complexity to the effort in this TORFQ. This section of the Written Quotation shall describe similar Task Level Experience:

1. For 3 efforts during the last 2 years.
2. Include a description and scope of the effort with dollar value,
3. Provide details of the results of the effort and how they relate to this TORFQ effort in terms of size scope and complexity.
4. If a teaming arrangement is proposed, each firm in the teaming arrangement will be evaluated on its task level experience. In the case of a teaming arrangement where the entity is relying on the experience of personnel, partners on the team, or a major subcontractor, the proposal must clearly explain "whose" experience, and "how" that experience is relevant to the effort required under the Performance Work Statement for this RFQ.

Sub-Factor 3 –Quality Assurance:

Vendors shall provide a specific Quality Assurance Plan that will ensure compliance with the performance indicator specified in the Performance Work Statement. The Quality Assurance Plan must include systems and methods for periodic measurement, collection, and reporting of its performance data.

Sub-Factor 4 – Staffing Approach: Vendors shall describe their staffing approach including resumes for key personnel, letters of intent, any specialized expertise and their experience in projects of similar size, scope, complexity and results. Vendors shall demonstrate their ability to select, provide, maintain, and retain appropriate personnel, staffing levels, both in number and expertise, and necessary technical skills throughout the life of the task order. Retention of good employees is important for the stability of any program. The vendor’s retention plan should specify in detail their corporate approach to retention of employees, including a detailed description of all employee benefits and incentives. The Vendor should identify any continuous training provided to employees.

Sub-Factor 5 –Transition Plan:

Vendors shall provide a detailed Transition Plan to affect a smooth transition so as to be fully operational on the effective date of the contract. The vendor shall describe the methodology to be used to affect the transition. EPA will evaluate the specificity and effectiveness of the vendor’s transition plan (plan to assume the functions currently being performed) based on the following elements. EPA considers the following elements of equal importance.

- a. The plan must address how the vendor proposes to assure minimum disruption to the EPA services described in the PWS.
- b. The plan must identify and discuss the resolution of all problems that the vendor foresees.
- c. The plan shall describe the methods, policies and procedures for accomplishing a timely and effective transition
- d. The plan must identify specific steps and a timeline for accomplishing the transition. Include any meetings required with government staff necessary to accomplish the transition, and outline any critical accomplishments necessary for the assumption of responsibilities outlined in the RFQ.
- e. The plan shall describe any meetings required with government staff necessary to accomplish the transition, and shall outline any critical accomplishments necessary for the assumption of meeting the requirements of the performance indicators/service level agreements as listed in section VI of the RFQ entitled “Acceptance Criteria.”

Sub-Factor 6 –Past Performance: (a) Vendors shall submit the information requested below as part of their quotation for both the vendor and any proposed subcontractors for subcontracts expected to exceed \$1,1300,000.00. The information may be submitted prior to other parts of the quotation in order to assist the Government in reducing the evaluation period.

(b) Vendors shall submit a list of at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the Performance Work Statement (PWS). Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity (include address, phone number & fax number)
- (b) Point of Contact (include phone number and email address)
- (c) Contract number.
- (d) Contract title.
- (e) Contract type.
- (f) Brief description of contract or subcontract and relevance to this requirement.
- (g) Total contract value.
- (h) Dollar value of relevant work-Name of project/contract number
- (i) Period of performance.
- (j) Specify, by name, any key personnel who participated in this contract and are proposed to support the task order resulting from this RFQ. Also, indicate their contractual roles for both contracts.
- (k) Contracting officer, telephone number, and E-mail address (if available).
- (l) Program manager/project officer, telephone number, and E-mail address (if available).
- (m) Administrative Contracting officer, if different from (k)above, telephone number, and E-mail address (if available).
- (n) List of subcontractors (if applicable).
- (o) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Vendors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Vendors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the vendor.

(d) If negative feedback is received from a vendor's reference, the Government will compare the negative response to the responses from the vendor's other references to note differences. A score will be assigned appropriately to the vendor based on the information. The vendor will be given the opportunity to address adverse past performance information obtained from references on which the vendor has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the vendor's quote as or exclude the vendor's quote as the most highly rated quotations. Any past performance deficiency or significant weakness will be discussed during discussions with vendors whose quotation was considered as the most highly rated quotation.

(e) Vendors must send Client Authorization Letters (see attachment 1) to each reference listed in their quotation to assist in the timely processing of the past performance evaluation. Vendors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Vendors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If a vendor has no relevant past performance history, a vendor must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The vendor should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each vendor may describe any quality awards or certifications that indicate the vendor possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used as an evaluation factor for award. The Past Performance Questionnaire identified in attachment 2 will be used to collect information on a vendor's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate vendors consistent with the past performance evaluation factor. References other than those identified by the vendor may be contacted by the Government and used in the evaluation of the vendor's past performance.

(h) Any information collected concerning a vendor's past performance will be maintained in the official contract file.

(i) Vendors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

1.2 Price Factor

The contractor shall prepare a Price Quotation in accordance with the information below.

Fixed Price Task Order

Price —the vendor shall provide a Firm, Fixed-Price (FFP) quotation for this Task Order. The Price Quotation shall include a breakdown of labor hours, by labor category, and associated labor hour rates per the vendor's GSA contract. Any discounts provided at the BPA level should be reflected and any additional offered discounts for this task order should be reflected and detailed as well. If subcontractor(s) or Team Member(s) labor rates are being proposed the published labor rates plus any offered discounts should be provided as well. A breakdown of any Other Direct Costs (ODC), such as material, travel, training, etc., must be provided as well. For any portion of work to be performed under a subcontract exceeding \$500,000.00, the Vendor shall identify the subcontractor name, the expected task being performed, and expected dollar amount in their cost quotation.

Service Contract Act

A wage determination is attached. If Vendors propose any labor categories subject to the attached wage determination, the Vendor shall identify those labor categories and provide a certification that the wages paid to these employees are at least the prevailing rates and fringe benefits as set forth in the attached wage determination.

Other Direct Costs

The ODC line item(s) will be time and material. All vendors shall use an ODC estimate of \$15,000.00 for each task order year in their Price Quotation:

1.3 OTHER QUOTATION INFORMATION

This section provides additional information on the task order requirements, period of performance, key personnel, COI, etc.

1.3.1 On-site Contractor Support

☐ Yes ☒ No ☐ Both The task order requires on-site contractor support.

Minimal support shall be required on-site (Data Center) based on exceptional situations such as system hardware or software upgrades. The majority of support shall be conducted remotely adhering to EPA's guidelines covering remote administration.

1.3.2 Government Furnished Space or Property (GFP)

☐ Yes ☒ No. The task order involves the provision of government space.

☒ Yes ☐ No. The task order involves the provision of GFP.

See attached property list

1.3.3 Additional Progress or Financial Reporting

☒ Yes ☐ No. The task order requires additional progress or financial reporting.

1.3.4 Period of Performance (POP)

☒ Yes ☐ No. The task requires services beyond one year.

Base Period: Date of award through September 30, 2010.

Option Periods:

1. October 1, 2010 - September 30, 2011
2. October 1, 2011 - September 30, 2012
3. October 1, 2012 - September 30, 2013
4. October 1, 2013 - September 30, 2014
5. October 1, 2014 - September 30, 2015
6. October 1, 2015 - September 30, 2016

1.3.5 Key Personnel

☒ Yes ☐ No The task will specify specific positions that are considered key.

Contract Task Order Manager must have demonstrated experience managing similar work of similar size and complexity. Demonstrated ability to work with Task Order customers is highly desirable. The Contract Task Order Manager must have a four year degree or equivalent work experience, and at least 15 years work experience.

1.3.6 Conflict of Interest

The services to be performed under this Task Order present:

☒ No Conflict of Interest

☐ An Actual Conflict of Interest

☐ Potential Conflict of Interest

1.4 QUALITY ASSURANCE

The contractor shall propose a Quality Assurance Plan that is commensurate with the size and complexity of this task order.

The contractor's Quality Assurance Plan shall describe the quality assurance measures (e.g., type, method, and frequency of product review) to be applied to the task.

2. EVALUATION CRITERIA

EPA intends to issue the Task Order to the contractor offering the best value to the Government. The Technical and Cost Factors will be evaluated to determine the solution with the highest quality and lowest risk providing the best value to the Government. Quotations will be evaluated on the basis of strengths, weaknesses, and risks for each of the following factors, with the Technical Factors being more important than the Price Factor.

2.1 *Technical Factor*

Sub-Factor 1 – Technical Approach (30 points):

Knowledge of and Technical Approach to the Performance Work Statement (PWS)

The following factors will be evaluated and are considered of equal importance:

- a. Understanding of the technical requirements in the PWS.
- b. Illustration of a technical approach that is technically sound, logistically appropriate, and efficient.
- c. Demonstration of an approach that reflects an understanding of the program's objectives, operating environment and constraints, and relationship of information and IT to those objectives.
- d. The vendor's Project Management Plan will be scored based on 1) adequacy and innovativeness of the approach/description of how the PWS would be carried to its conclusion, by task and 2) recognition of the PWS objectives, and adequacy of the vendor's description of the specific details in accomplishing the PWS objectives deemed to be important.

Sub-Factor 2 – Task Level Experience (10 points):

The contractor will be evaluated on its demonstrated experience in projects of similar size, scope, complexity and results for all tasks in this TO RFQ.

Sub-Factor 3 –Quality Assurance (10 points):

The vendor's proposed Quality Assurance Plan will be evaluated to the extent that it is:

- a) Aligned clearly with the project objectives,
- b) Comprehensive in its ability to measure, quantify, track, and report operational performance(e.g., decision-making), program implementation, project management, customer satisfaction, and mission results, where feasible, and
- c) Tied to performance incentives and disincentives that are outlined in the Task Order's PWS. .

Sub-Factor 4 – Staffing Approach (15 points):

EPA will evaluate the demonstrated capability of proposed Key Personnel to perform the PWS, as evidenced by meeting the required minimum work experience, education, demonstrated ability, and availability. Vendors shall submit resumes for each of those individual who are proposed as Key Personnel under this contract. Also, offeror's shall submit a letter of intent for each individual proposed as Key Personnel for this task order. For personnel other than those specified as "Key", will be evaluated on their qualifications to provide the requested services and demonstrated experience in projects of similar size, scope, complexity and results. Vendors shall also demonstrate their ability to select, provide, maintain, and retain appropriate personnel, staffing levels, both in number and expertise, and necessary technical skills throughout the life of the task order.

Sub-Factor 5. - Transition Plan (10 points):

EPA will evaluate the specificity and effectiveness of the offeror's transition plan (plan to assume the functions currently being performed) based on the elements listed in section 1.1 Technical Factor, Sub Factor 5.

Sub-Factor 6 – Past Performance (25 points):

Quotes will be evaluated on the extent to which they show relevant performance and likelihood of success in meeting the Government's requirements as identified in the Statement of Work with a demonstration of successful past performance in quality of products or services, timeliness of performance, effectiveness of management, initiatives in meeting requirements, response to technical direction, responsiveness to performance problems, compliance with cost estimates, customer satisfaction, and overall performance.

Demonstrated successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three (3) years and those currently in process or if work is ongoing, a substantial amount of the work shall have been performed by the date of quote submission. Work which would be considered similar includes: Information technology support comparable in size and complexity to the services requested in this Request for Quotations. The operation(s) should be specifically identified, and information submitted must include the scope of operations and any other information you feel is pertinent to establish your firm's capability to perform under this requirement. The vendor's past performance will be evaluated based on the information contained in the Past Performance Questionnaires or any other information that is available to the Government.

-- (Instructions: As discussed in the quotation instructions, offerors shall submit information on the three (3) most recent contracts and subcontracts completed during the past three (3) years and all contracts and subcontracts currently in process for similar work. This should include information on three (3) contracts and subcontracts and may

include similar contract(s) with the Federal, state and local governments, as well as commercial businesses. Information should be provided as indicated in the provision.)

-- Note: As discussed in the quotation instructions, if an offeror has no available past performance, a neutral rating of "Adequate" (score = 3) will be assigned for the past performance factors.

2.2 Price Factor

Proposed price will be evaluated to determine if the estimates are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance. The proposed price will be evaluated to determine if it is unreasonable in relation to the proposed technical and management approaches and in comparison with the Independent Government Cost Estimate (IGCE).

3. Performance Work Statement (PWS)

I. Background

The U.S. Environmental Protection Agency (EPA) is highly dependent upon the collection and processing of information, much of that stored electronically. Management of the Enterprise Server is the responsibility of the Federal staff and operational support is provided by Contractor staff. The Information Technology (IT) infrastructure of the Agency must be secure, interconnected, interoperable, and highly reliable.

The National Computer Center provides computing resources for the processing and storage of EPA data. Applications hosted at NCC support a nationally distributed user community that includes EPA personnel and contractor staff, states, tribes, industry, other governmental organizations, and the public. Access to NCC systems is provided through EPA's private network and the Internet.

IBM System z9 technology with a wide choice of capacity settings, offers advanced security, resiliency, virtualization and connectivity technologies using a broad set of specialty engines to facilitate integration of all types of workloads and fully leverage the power of the mainframe. The System z9 BC, model 2096-N04, comes in a single frame and uses the latest chip technologies. It can support 64GB of memory and offers high availability by using improved non-disruptive repair, replace, and upgrade functions. The system z9 advanced virtualization technologies can create a solid foundation for flexible integration of business and information management.

The EPA Enterprise Server, utilizing the McData Switches, replicates data daily to EPA's Disaster Recovery Site. The Enterprise Server supports about 3,000 registered users and runs about 5,000 batch jobs daily. In FY09 the Enterprise Server, owned and operated by the contractor, had a 99.99% uptime record. It was down for 30 minutes due to a firewall

upgrade. The Enterprise Server environment was recently certified as being ISO27001 compliant. The z9 is monitored 24X7X365 from the computer room console, under another task order. There are 167 software applications, of which, 20 applications use the majority of the processing cycles. The most intensive application executing on the mainframe is IFMS (Integrated Financial Management System). This application is expected to migrate in the next few years.

This task order is referenced in section 6 of the Statement of Objectives (SOO). The scope of the task order may change as the Agency implements the Computer Room Server and Storage Management (CRSSM) design (see SOO section 6) beyond the NCC and Headquarters campus environments. The relocation of the Enterprise Server or its associated peripheral equipment is not anticipated or desired.

The EPA mission depends upon the NCC and Enterprise Server for reliable, secure, and technologically advanced computing resources. This task order is required to ensure that the necessary computing resources are provided efficiently and effectively for all EPA users, partners, and customers.

II. Scope of Requirements

Purpose

The purpose of the OTOP Enterprise Server Hosting Task Order is to provide 24x7x365 labor and supervision to operate OTOP's Enterprise Server located within the EPA owned Data Center at the National Computer Center (NCC). The Enterprise Server support includes the Enterprise Server, operating system, independent software vendor (ISV) software, and all peripheral equipment. It does not include network connectivity or continuous monitoring which are performed under other task orders.

This task provides support of the EPA owned IBM z9 Business Class Model 2096 Enterprise Server located in Research Triangle Park, NC. It provides support for the operations monitoring and system data support to the Working Capital Fund (WCF) workload submission and customers. The task provides for the collection of System Management Facility (SMF) data and processing utilizing MVS Internal Control System (MICS) to support EPA's charge back system.

Thoughtful and disciplined execution is a key element for the support of the Enterprise Server. The current, as-is, technical solution applies highly skilled resources providing the current level of support. Service Level Agreements with the customer are documented in OTOP directives. The Enterprise Server environment is controlled to help ensure that the level of support meets or exceeds the performance requirements described in the SLAs.

Specific Objectives for the effort

The contractor shall provide all labor and supervision to maintain and operate:

- a) One EPA owned IBM z9 model 2096 Enterprise Server hardware;
- b) multiple Logical Partitions (LPARS),
- c) Operating System (zOS);
- d) independent software vendor (ISV) software;

| Item | SOFTWARE PRODUCT <i>or FUNCTION</i> |
|------|---|
| 1 | ACF/NCP |
| 2 | ACF/SSP |
| 3 | ADABAS Native SQL |
| 4 | ADABAS Online Services |
| 5 | AFP Fonts and Printer Support |
| 6 | AFP Softcopy Documentation |
| 7 | AF-REMOTE |
| 8 | APAS/INSIGHT |
| 9 | ASM2 |
| 10 | BookMaster |
| 11 | BrowseMaster |
| 12 | C/C++ |
| 13 | CARTS |
| 14 | CA1 TMS (Tape Management System) |
| 15 | CA-Common Services (GSS?) |
| 16 | CA-Easytrieve Plus |
| 17 | CA-Intertest |
| 18 | CICS Transaction Server |
| 19 | CICS Custom Programs (ZZCUSTO*) |
| 20 | COBOL for OS/390 |
| 21 | COBOL Report Writer (<i>obsolete & unsupported</i>) |
| 22 | DCF (Document Composition Facility) |
| 23 | DCF Script Formula Formatter |
| 24 | <i>Disaster Recovery</i> |
| 25 | DSF (Device Support Facility) |
| 26 | DYNAMIC STEPLIB |
| 27 | ENDEVOR (There are 5 components) IFMS uses |
| 28 | ENTIRE System Server |
| 29 | EREP |
| 30 | EMC ResourcePak Base |
| 31 | EMC Symmetrix SRDF Host Component |
| 32 | EMC TimeFinder/Mirror Product Set |
| 33 | EMC TimeFinder/Mirror Mainframe SNAP Facility |
| 34 | EMC Solutions Enabler |
| 35 | EMC Control Center |
| 36 | FATS/FATAR |
| 37 | FDR/FDRDSF/FDRREORG/FASTCPK |
| 38 | FILEAID |
| 39 | FOCUS |
| 40 | FORTRAN |
| 41 | GDDM (Graphical Data Display Mgr) REXX |
| 42 | GDDM PGF (Presentation Graphics Facility) |
| 43 | GDDM IVU (Image View Utility) |

| | |
|----|---|
| 44 | GDDM IMD (Interactive Map Definition) |
| 45 | GSS (Global Sub System) - used by JOBTRAC |
| 46 | HCD |
| 47 | HIGH LEVEL ASSEMBLER |
| 48 | Host On-Demand |
| 49 | HSM/SMS |
| 50 | INFOPAC Opman |
| 51 | Janus ICU MVS |
| 52 | JOBTRAC |
| 53 | JES2 |
| 54 | JES2FTP |
| 55 | JSTS |
| 56 | LE (Language Environment) for OS/390 |
| 57 | MICS Products |
| 58 | NATURAL BASE |
| 59 | NATURAL ISPF |
| 60 | NATURAL Optimizer Compiler |
| 61 | NATURAL Security |
| 62 | NET-PASS |
| 63 | NETSOL |
| 64 | NETVIEW (Tivoli Netview for z/OS) <i>Autops</i> |
| 65 | OMEGAMON (IBM Tivoli) |
| 66 | ORACLE SQL*NET |
| 67 | ORACLE SQL*PLUS |
| 68 | ORACLE Procedural Gateway |
| 69 | ORACLE Client |
| 70 | <i>Performance: Initiators, WLM and LPAR settings</i> |
| 71 | PCFILE Transfer <i>What is this?</i> |
| 72 | PDS |
| 73 | PKZIP for MVS |
| 74 | PL/I for MVS and VM |
| 75 | POST SCRIPT INTERPRETER |
| 76 | PPFA (Page Printer Formatting Aid) |
| 77 | PREDICT |
| 78 | PSF (Print Services Facility) (66 printer points) |
| 79 | PSF Enhanced ACIF |
| 80 | QUICKREF |
| 81 | RMF (Resource Measurement Facility) |
| 82 | SAS Products |
| 83 | SAS/C |
| 84 | SDSF (System Display & Search Facility) |
| 85 | SECURITY SERVER (RACF) |
| 86 | SMF (System Measurement Facility) |
| 87 | SMPE (System Modification Program Extended) |
| 88 | SRS (Space Recovery System) |
| 89 | SUN HSC Host Software Component |
| 90 | SUN LS Library Station |
| 91 | SUN CSC Client System Component |
| 92 | SUN SMC Systems Management Component |
| 93 | SUN EXLM Expert Library Manager |

| | |
|-----|--|
| 94 | SYNCSORT for z/OS |
| 95 | TCP/IP (Communications Server) |
| 96 | TMON for CICS |
| 97 | TSOMON |
| 98 | TURNOVER LOG TOOL |
| 99 | UCLA MAIL |
| 100 | Vanguard Administrator |
| 101 | Vanguard Advisor |
| 102 | Vanguard Analyzer |
| 103 | VPS (VTAM Printer Support) and VPS/TCPIP |
| 104 | VTAM (Communications Server) |
| 105 | Web Server |
| 106 | Web Tools (SDSF, Submitter, etc.) |
| 107 | z/OS Base Elements |

- e) all peripheral equipment, including tape storage units, direct access storage devices (DASD), printers, and controllers associated with the Enterprise Server:

4 IBM 9032 Escon Directors
 1 STK-5000 printer
 1 IBM-6400 printer
 9 STK 9310 Storage Silos
 9 STK 9311 LCU
 6 STK 9330 LCU
 2 IBM 3174 Terminal/controller
 7 IBM 3274 Terminal/controller
 1 EMC DMX2000 DASD
 1 EMS DMX1000 DASD
 3 IBM 3745 Front End Processor
 1 IBM 3746 Front End Processor expansion unit

Results and Outputs

All Enterprise Server hardware and software operates at its maximum capacity providing exceptional and timely results to EPA customers.

III. Tasks and Deliverables

The contractor shall:

- a) provide a Project Management Plan that addresses how the requirements of this task shall be met; this shall be part of the technical proposal submitted in response to this TORFQ;
- b) manage the EPA provided hardware equipment and software licenses;
- c) operate the Enterprise Service to meet or exceed SLA's;
- d) provide Enterprise Server support staff for hardware and software upgrades;

- e) respond to support request and changes via the Remedy Suite Management System (RSMS), email, phone, and helpdesk in a timely fashion and document all substantive calls in the problem management system;
- f) participate in existing change management process and project tracking initiatives;
- g) review zOS and ISV software configurations and telecommunication connections for security vulnerabilities;
- h) facilitate performance optimization of existing applications by working with the EPA TOCOR;
- i) facilitate the ongoing maintenance of documentation supporting the Enterprise Server;
- j) provide labor to manage the data storage used by the Enterprise Server and the data backups via HSM and ABARS;
- k) provide support of software related to network attached printers driven by TCP/IP, PSF, VPS, and BARR/SNARJE;
- l) provide requested ad hoc reports;
- m) maintain the zOS to be no more than one release behind IBM's general availability of releases;
- n) install new versions or corrective versions of software when such versions are released by the software vendors and in compliance with the OTOP directives, ES standard configuration document, ES security plan, and ES standard operating procedures;
- o) review system utilization reports on a monthly basis to identify software products installed on the Enterprise Server;
- p) review software configurations for security vulnerabilities;
- q) maintain, collect and submit workload data for chargeback;
- r) schedule preventative and remedial hardware maintenance in accordance with vendor recommendations, including vendor patches;
- s) coordinate activities with other task orders, and, to the extent directed by the EPA, with other contracts. This includes, but is not limited to, areas such as space management, WCF workload capture, reporting, and billing, security and telecommunications;
- t) participate in the planning, testing, coordinating, and execution of EPA's Disaster Recovery program managed under the Hosting Task Order. This includes periodic meetings, annual 72 hour testing at the remote facility (travel to be reimbursed, and any actual disaster (to be reimbursed accordingly).

IV. Schedule of Deliverables

| Document | Schedule |
|--|---|
| Project Management Plan (Approved Version) | within 10 business days from Task Order award |
| Requested ad hoc reports | upon request |
| Inventory of Hardware and Software | semi-Annual |
| Notification of new software availability | within 20 days of announcement |
| Report of possible software removal | semi-Annual |
| Enterprise Server workload submission | per WCF schedule |
| Documentation supporting Enterprise Server | upon request |
| Enterprise Server security reports | upon request |
| Morning Report, details previous 24 hrs status | by 10 am Monday – Friday |
| Meeting minutes | within 7 days of meeting |

V. Applicable Documents (to be provided to the successful vendor)

- a) OTOP directives
- b) Enterprise Server security plan
- c) Enterprise Server standard operating procedures
- d) Enterprise Server standard configuration document

These documents will be provided to the successful vendor at task order award.

VI. Acceptance Criteria

| Desired Outputs | Performance Indicator | Monitoring Method |
|---|---|---|
| IBM Enterprise Server System/Subsystem Availability | IBM ES 99% CICS 90% TSO 90% | System reports |
| IBM Enterprise Server response time for interactive processing | 90% and 97% (CICS less than 2 sec, TSO short less than 1 sec, TSO medium less than 5 sec, TSO long less than 60 sec, TSO all less than 5 sec) | System reports |
| IBM Enterprise Server job completion times for batch processing | Successful: 90% | Successful test or operational deployment within 3 days |
| IBM Enterprise Server | Severity 1: 90% in 24 hrs | Incident Reporting |

| | | |
|--|--|--|
| System hardware/software trouble resolution time | Severity 2: 90% in 2-7 b'ness days Severity 3: 90% in 3- 21 b'ness days Severity 4: 90% in 4- 30 b'ness days | |
|--|--|--|

4. Task Order Clauses

4.1. KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

To be filled in at award

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

4.2. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Task Order Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Alternate Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Contract Specialist:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

4.3. SUBCONTRACT CONSENT (EP 52.244 100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts" clause to the

Contracting Officer and assigned. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

| Subcontractor Name | Value | Subcontract Type |
|--------------------|-------|------------------|
| _____ | _____ | _____ |

4.4. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209 76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170 5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,

1 = Poor,

2 = Fair,

3 = Good,

4 = Excellent,

5 = Outstanding,

N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,

Cost Control,

Timeliness of Performance,

Business Relations,

Compliance with Labor Standards,

Compliance with Safety Standards, and

Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

4.5. CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)

The fixed price of this contract is **TO BE FILLED IN AT AWARD**. Please refer to the Performance Work Statement for a description of services. Payment will be made upon delivery and acceptance of the required items stated below.

Base Period (Date of Award thru September 30, 2010)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 0001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period I (October 1, 2010 thru September 30, 2011)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 1001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period II (October 1, 2011 thru September 30, 2012)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 2001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period III (October 1, 2012 thru September 30, 2013)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 3001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period IV (October 1, 2013 thru September 30, 2014)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 4001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period V (October 1, 2014 thru September 30, 2015)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 5001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

Option Period VI (October 1, 2015 thru September 30, 2016)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|------|------------|-------------|
| 6001 | Maintain and operate Enterprise Server | 12 | mo | \$ | \$ |

4.6 OTHER DIRECT COSTS

The ODC line items of the contract are Time & Material.

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

(2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Base Period :

| Item | Description | Not-to-Exceed |
|------|-------------|---------------|
|------|-------------|---------------|

| Number | | Amount |
|--------|-------------------|----------|
| 0000 | Other Direct Cost | \$15,000 |

Option Period I:

| Item Number | Description | Not-to-Exceed Amount |
|-------------|-------------------|----------------------|
| 1000 | Other Direct Cost | \$15,000 |

Option Period II:

| Item Number | Description | Not-to-Exceed Amount |
|-------------|-------------------|----------------------|
| 2000 | Other Direct Cost | \$15,000 |

Option Period III:

| Item Number | Description | Not-to-Exceed Amount |
|-------------|-------------------|----------------------|
| 3000 | Other Direct Cost | \$15,000 |

Option Period IV:

| Item Number | Description | Not-to-Exceed Amount |
|-------------|-------------------|----------------------|
| 4000 | Other Direct Cost | \$15,000 |

Option Period V:

| Item Number | Description | Not-to-Exceed Amount |
|-------------|-------------------|----------------------|
| 5000 | Other Direct Cost | \$15,000 |

Option Period VI:

| Item Number | Description | Not-to-Exceed Amount |
|--------------------|--------------------|-----------------------------|
| 6000 | Other Direct Cost | \$15,000 |

4.7 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for _four (4) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The “Period of Performance” clause will be amended as follows to cover the Base and Option Periods:

| Period | Start Date | End Date |
|-------------------|----------------|--------------------|
| Option Period I | October1, 2010 | September 30, 2011 |
| Option Period II | October1, 2011 | September 30, 2012 |
| Option Period III | October1, 2012 | September 30, 2013 |
| Option Period IV | October1, 2013 | September 30, 2014 |
| Option Period V | October1, 2014 | September 30, 2015 |
| Option Period VI | October1, 2015 | September 30, 2016 |

(b) During the option period(s) the Contractor shall provide the services described below:

| <u>Period</u> | <u>Attachment</u> |
|-------------------|----------------------------|
| Option Period I | Performance Work Statement |
| Option Period II | Performance Work Statement |
| Option Period III | Performance Work Statement |
| Option Period IV | Performance Work Statement |
| Option Period V | Performance Work Statement |
| Option Period VI | Performance Work Statement |

(c) The “Consideration and Payment” clause will be amended to reflect increased fixed prices for each option period as follows:

| <u>Option period</u> | <u>Fixed price</u> |
|----------------------|--------------------------|
| Option Period I | To be filled in at award |
| Option Period II | To be filled in at award |
| Option Period III | To be filled in at award |
| Option Period IV | To be filled in at award |
| Option Period V | To be filled in at award |
| Option Period VI | To be filled in at award |

4.8 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|---------------|-------------|---------------------|
| 52.245-1 | JUN 2007 | GOVERNMENT PROPERTY |
| 52.245-9 | JUN 2007 | USE AND CHARGES |

4.9 ACCESS TO GOVERNMENT PROPERTY, SERVICE AND/OR SPACE.

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.
2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.
3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.
4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION:

US Environmental Protection Agency
RTP Campus
109 T.W. Alexander Drive
RTP, NC 27711

PROPERTY: See Attachment 4, Government Furnished Property

4.10. TECHNICAL DIRECTION (EPAAR 1552.237 71) (APR 1984)

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

4.11. IDENTIFICATION OF ON SITE CONTRACTOR EMPLOYEES (RTP H 2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

4.12. EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP H 4)

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101 17.104 4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, subsistence, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Light refreshments for Agency-sponsored conferences are allowed for Federal attendees only, provided at least 50% of the Federal attendees are in a travel status. (Light refreshments are defined as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.)

The cost of any beverages, food, or refreshments shall not be an allowable charge under this contract if for other than an Agency-sponsored conference, for other than Federal attendees, and/or where 50% of the Federal attendees are not in travel status.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

4.13 APPLICATION OF RIGHTS IN DATA SPECIAL WORKS CLAUSE (RTP H 5)

The Rights in Data Special Works clause (FAR 52.227 17) shall apply to "tasks"...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment. The Rights in Data Special Works clause (FAR 52.227 17) shall apply to tasks which are included in the examples set forth in FAR 27.405(a) and also to other tasks specifically identified by the Contracting Officer.

4.14. SUBCONTRACTOR KEY PERSONNEL (RTP H 9)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

| Subcontractor | Key Personnel | Title |
|---------------|---------------|-------|
|---------------|---------------|-------|

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

4.15. SUBCONTRACTS FAR 52.244 2 (JUN 2007)

(a) *Definitions.* As used in this clause--

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

4.16. EMPLOYMENT ELIGIBILITY VERIFICATION FAR 52.222-54 (JAN2009)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

4.16 GOVERNMENT PROPERTY FAR 52.245-1, INCORPORATED BY REFERENCE (IBR)

4.17 USE AND CHARGES FAR 52.245-9, IBR

5. TASK ORDER PROVISIONS

5.1 TECHNICAL QUESTIONS (EP 52.215 110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

5.2 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in

its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

5.3. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

5.4 PROPOSED CONTRACT START DATE

For proposal preparation purposes, offerors may assume a contract award date of August 20, 2010 and a contract effective date of September 20, 2010.

ATTACHMENT 1

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFQ No. ITS-EPA-II-RFQ-10-0003 the procurement of "Enterprise Server Hosting." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: Laconda Cannady, E105-02, RTP, NC 27711 or cannady.laconda@epa.gov, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

ATTACHMENT 2

PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N
(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

| Performance Elements | Totally Deficient 0 | Poor 1 | Inadequate 2 | Adequate 3 | Good 4 | Superior 5 |
|-------------------------|---------------------------|-----------|-----------------|---------------|-----------|---------------|
|-------------------------|---------------------------|-----------|-----------------|---------------|-----------|---------------|

1. Quality of
Product or Service

2. Timeliness of
Performance

3. Effectiveness of
Management (including subcontractors)

4. Initiative in
Meeting
Requirements

5. Response to
Technical Direction

6. Responsiveness
to Performance
Problems

7. Compliance with
Cost Estimates

8. Customer
Satisfaction

9. Overall
Performance

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm:

Name:

Title:

Mailing Address (Street and P.O. Box):

City, State and Zip Code:

Telephone Numbers:

Fax Number:

Date and Time of Call: