Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE)

Ordering Guide

Homeland Security

Office of the Chief Procurement Officer
Office of Procurement Operations

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Washington, D.C. 20528

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Foreword

The Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) is a multiple-award indefinite delivery/indefinite quantity (IDIQ) contract vehicle, specifically designed as the preferred source of information technology (IT) services for the majority of the Department of Homeland Security's (DHS's) enterprise infrastructure and initiatives.

The EAGLE Ordering Guide contains the information required to use this contract vehicle to obtain IT services throughout the DHS. It provides the procedures for ordering services under EAGLE, and defines the roles and responsibilities of the major parties involved in the ordering process. These contracts were awarded under the Federal Acquisition Streamlining Act (FASA), which requires that the prime contractors be provided a fair opportunity to be considered for delivery/Task Order awards. The contracts are structured as IDIQ contracts, using delivery and Task Orders for the acquisition of specified services. These contracts are available to DHS and all components, and any other federal agencies whose work is deemed mission-related to DHS programs or projects.

Questions regarding these guidelines and procedures, or of a contractual nature, should be directed to the Enterprise Solutions Office (ESO), Information Technology Acquisition Center, under the Office of Procurement Operations. The ESO will revise these guidelines, as needed, to improve and streamline the process of awarding and managing orders under the EAGLE contracts.

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How To Use This Guide

Our goal was to keep the guide short and simple. Therefore, the EAGLE Ordering Guide only contains the information required to use this contract vehicle for obtaining IT services throughout DHS.

DHS Contracting Officers should only refer to this guide for placement of Task Orders. Chapters 1 – 3 provide general information, roles and responsibilities, and EAGLE Ordering Procedures. Appendices A-E of this guide provide the EAGLE contractor list, specific Task Order procedures, fair opportunity exception guidance, and a Task Order Request Package (TORP) checklist. Appendices F-O contain data that may assist a Task Order Contracting Officer or requiring activity in completing the necessary paperwork to be submitted with the TORP. There are optional sample templates and forms for: a Statement of Work (SOW)-Completion Type, Performance Work Statement (PWS), Quality Assurance Surveillance Plan (QASP), Service Level Agreement (SLA), Statement of Objectives (SOO), Proposal Evaluation Plan, Request for Proposal, Submission Instructions/Evaluation Criteria, and a debriefing letter to unsuccessful offerors.

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1. General Information

1.1 Background

The Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) is a multiple-award indefinite delivery/indefinite quantity (IDIQ) contract vehicle, specifically designed as the preferred source of information technology (IT) services for the majority of the Department of Homeland Security's (DHS's) enterprise infrastructure and initiatives. These services include obtaining end-to-end solutions support to satisfy DHS development, deployment, operation, maintenance, and sustainment requirements.

Working in partnership with the prime contractors, the Enterprise Solutions Office (ESO) manages the EAGLE contracts, in coordination with the Information Technology Acquisition Center (ITAC) Contracting Officers (COs) within the Office of Procurement Operations (OPO). Through the use of EAGLE, users have a flexible means of meeting IT needs quickly, efficiently, and cost-effectively.

Ordering under the EAGLE contracts is decentralized and is designed to meet the needs of DHS headquarters and the components. Orders may be placed by any CO in the aforementioned organizations, subject to the limitations contained in their individual warrants.

1.2 Purpose

This document provides the procedures for ordering services under EAGLE, and defines the roles and responsibilities of the major parties involved in the ordering process. Orders against EAGLE may be placed by both ITAC (for use on its own behalf or for use by the components) and component Task Order Contracting Officers (TO COs). However, overall responsibility for administration of the EAGLE contract rests with the ITAC CO.

1.3 Scope

The ESO has two IT contract vehicles in place to support DHS: EAGLE and FirstSource. Together, these two contract vehicles encompass all requirements for IT services and commodities, including hardware, software, peripherals, networking, and infrastructure support services.

EAGLE provides a wide range of IT services in support of the IT solutions requirements of the Chief Information Officer (CIO) within the DHS. There are two groups of prime contractors under the EAGLE contract: (1) small businesses, eligible to compete for all Task Orders; and (2) large businesses, eligible to compete only on solicitations issued on an unrestricted basis. Appendix A provides a list of prime contractors that provide solutions in the following five comprehensive functional categories (FCs) of service under EAGLE:

- FC1 – Infrastructure Engineering Design, Development, Implementation, and Integration
- FC2 – Operations and Maintenance
- FC3 – Independent Test, Validation, Verification, and Evaluation
- FC4 – Software Development
- FC5 – Management Support Services

FirstSource provides DHS and EAGLE contractors access to a wide variety of commercial catalogs for IT commodity products. These catalogs are from multiple original equipment manufacturers, producers, and suppliers. In addition, EAGLE vendors must first consider using FirstSource in Task Orders (TOs) requiring the purchase of IT equipment, before considering other IT contract vehicles. The resulting FirstSource contracts include:

- IT equipment and software
- Networking equipment
- Wireless technology
- Imaging products
- Voice recognition technology
- On-line data reporting services for order, delivery, warranty, asset, and spend tracking; and associated product maintenance, installation, and support.

Both EAGLE and FirstSource are multiple-award contract vehicles. Using these contracts may serve to reduce the overhead associated with multiple acquisitions. In addition, aggregation of demand provides the Government with buying leverage and encourages vendors to offer the best possible prices due to economies of scale. This factor is especially effective for maintaining better prices and quality.

The Federal Acquisition Streamlining Act (FASA) has established a "general" preference for multiple awards, and in doing so:

- Authorizes exemption from the public notice requirement when placing orders;
- Limits protests in connection with the issuance of orders except on the grounds that the order increases the scope, period, or maximum value of the contract; and
- Mandates that multiple awardees have a fair opportunity to be considered for orders in excess of $2,500.

Pursuant to Federal Acquisition Regulation (FAR) requirements, EAGLE and FirstSource require that each prime contractor have a "fair opportunity to be considered" for each task/delivery order. Unless one of the exceptions cited at FAR16.505 applies, the CO for the individual task/delivery order will announce each requirement to all eligible prime contractors who have received an award for the applicable FC of services, or applicable type of commodity called for under the requirement.

1.4 Prime Contractors

There are two separate and distinct competitive tracks that can be conducted under EAGLE: an unrestricted track and a small business set-aside track. The identification of specific TO requirements and the TO competition process will enable EAGLE prime contractors to form the most advantageous team for developing technical solutions to specific requirements. EAGLE prime contractors are listed in Appendix A and complete addresses, FAX, phone, company points of contact (POCs), and links to prime contractor home pages and portals can be found at www.dhs.gov/openforbusiness. Click on Information Technology Acquisition Center, then click on EAGLE.

1.5 Enterprise Solutions Office View to Best Practices

The ordering guidelines contained herein are in concert with the best practices guidance of the Office of Federal Procurement Policy (OFPP) and the Office of Management and Budget (OMB), as well as Homeland Security Acquisition Management (HSAM) policy. Specifically, in promoting EAGLE and FirstSource, the ESO focuses on the following:

- Establishing simplified ordering procedures and award documentation.
- Managing a reasonable number of EAGLE and FirstSource awards with highly skilled, responsible prime contractors (large, small, small woman-owned, small disadvantaged, Service-Disabled Veteran-Owned Small Business and HUBZones, etc.) who possess a wide variety of expertise.
- Promoting performance-based work statements.
- Improving the efficiency of the ordering process by implementing PRISM, FedConnect and iPRISM to support EAGLE. These systems encompass requisitioning, soliciting, ordering, contract/order/solicitation management, award and closeout.
- Ensuring availability of ESO acquisition, technical, program and contracting personnel to provide advice and guidance, at no cost to the component level ordering office.
- Scheduling periodic meetings between the ESO, EAGLE and FirstSource prime contractors and DHS components to discuss administrative matters, future requirements, and needed improvements in the ordering process.
- Ensuring accurate application of Section 508 "Electronic and Information Technology Accessibility Standards" during all phases of a Task Order's life cycle, from requirements definition to closeout.

2. Roles and Responsibilities

The following describes the roles and responsibilities of the primary ITAC and ESO POCs for matters regarding EAGLE contract administration, as well as other administrative information.

2.1 Enterprise Solutions Office (ESO)

As stated earlier, ITAC, within the OPO of the DHS Chief Procurement Officer, has established DHS-wide contracts for IT services under the program name EAGLE. The procurement has been conducted by ITAC in cooperation with the DHS CIO and the component IT and procurement communities.

The ESO within the ITAC was established with the following responsibilities:

- Ensuring that customers are aware of their responsibilities and of the scope of the EAGLE contract,
- Addressing and satisfying the needs of all participants in the process,
- Maintaining a level of program integrity that prevents contractual or programmatic problems, and
- Soliciting feedback and providing continuous process improvement.

The ESO is available to work directly with customers and EAGLE prime contractors throughout the acquisition process, to provide assistance, support, and overall contract management/administration. As such, the ESO is guided by directives from other organizations, and develops, employs and promulgates procedures and templates that support these directives, e.g., DHS Management Directive 1400. The ESO is also responsible for receiving and reviewing all "fair opportunity" exceptions.

2.2 Requiring Activity

The requiring activity is responsible for preparing the purchase request, along with all corollary information, including the following:

- Complete Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS);
- Independent Government Cost Estimate (IGCE);
- Contractor evaluation criteria;
- Name, title, address, phone number, e-mail, and fax of requisitioner;
- Proposal instructions (including proposal due dates);
- Fair opportunity exception, if applicable (see Appendix C); and
- Other pertinent statute/regulation requirements, including applicable Section 508 requirements or exceptions.

2.3 Contracting Officer – EAGLE Contract

The ITAC CO has the overall responsibility for the administration of the EAGLE contract. The ITAC CO is the only individual authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The ITAC CO is responsible for the overall administration and final closeout of the contract, and when necessary, shall:

- Provide scope oversight;
- Serve as liaison between the contractor and DHS;
- Assist in expediting orders;
- Ensure compliance with contract requirements;
- Issue the CO's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- Issue all modifications against the contracts.

2.4 Contracting Officer – Task Order Level

Services will be ordered via TOs issued by TO COs within the DHS headquarters or component's organization following the ordering procedures set forth below. All warranted COs of the DHS, including its components, are authorized TO COs. The ITAC is available to conduct acquisitions on behalf of components, in particular for those without an organic procurement capability. Such actions should be coordinated with the ESO (see Appendix D for a template cover memorandum for forwarding a requirement to the ESO).

TO CO responsibilities include:

- Ensuring that TOs are within the scope of the contract;
- Determining whether the order will be set-aside for competition limited to the small business pool of prime contractors, or whether the competition will be unrestricted and open to all prime contractors in the FC. The determination will be made by the TO CO, through consultation with the component small business specialist, the DHS assigned U.S. Small Business Administration Procurement Center Representative, and the program office technical staff;
- Determining when a subcontracting plan should be implemented (FAR 19.7) and negotiated to achieve the maximum practicable opportunity in accordance with DHS subcontracting goals (40% for small business, 5% small-disadvantaged business, 5% women-owned, 3% HUBZone, 3% service-disabled veteran-owned, and 3% veteran-owned);
- Approving or withholding payment, or authorizing partial payment of invoices;

- Ensuring the administration and final closeout of TOs;
- Forwarding an end of fiscal year notification to the ITAC CO (either by memo, letter, or electronically) stating which TOs awarded in the preceding fiscal year are closed and final disposition complete, including release of claims letters (if applicable); and
- Completing past performance reports with input from the Contracting Officer's Technical Representatives (COTRs).

2.5 Contracting Officer's Technical Representative – Task Order Level

TO COs may designate COTRs for individual TOs, who will be responsible for the day-to-day coordination of that TO. It is the TO CO's responsibility to confirm that the designated individual is a trained, certified COTR. A copy of the letter of designation, identifying specific duties and responsibilities, will be provided to the contractor.

The COTR will represent the TO CO in the administration of technical details within the scope of the TO. The COTR is responsible for the final inspection and acceptance of all TO deliverables and reports, and such other responsibilities as may be specified in the TO, including review of Section 508 compliance testing results. The COTR is also responsible for providing input to the TO CO regarding prime contractor past performance reports with respect to each TO. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The COTR does not have authority to alter the contractor's obligations or to change the TO specifications, pricing, terms or conditions. If, as a result of technical discussions, it is desirable to modify TO requirements or the specification, changes will be issued in writing and signed by the TO CO.

2.6 Task Order Contract Ombudsman

In accordance with FAR Part 16.505(b) (5), the task/delivery order contract ombudsman for this contract is the Director, Office of Acquisition Policy and Oversight, within the Office of the DHS Chief Procurement Officer. The ombudsman's responsibilities are to:

- Address contractor concerns regarding compliance with task/delivery order award procedures;
- Review contractor complaints on task/delivery order contracts;
- Ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with FAR 16.505(b); and
- When requested, maintain strict confidentiality of the contractor requesting assistance.

The ombudsman shall not participate in the evaluation of proposals submitted on the basic contract, the source selection process on the basic contract, or the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

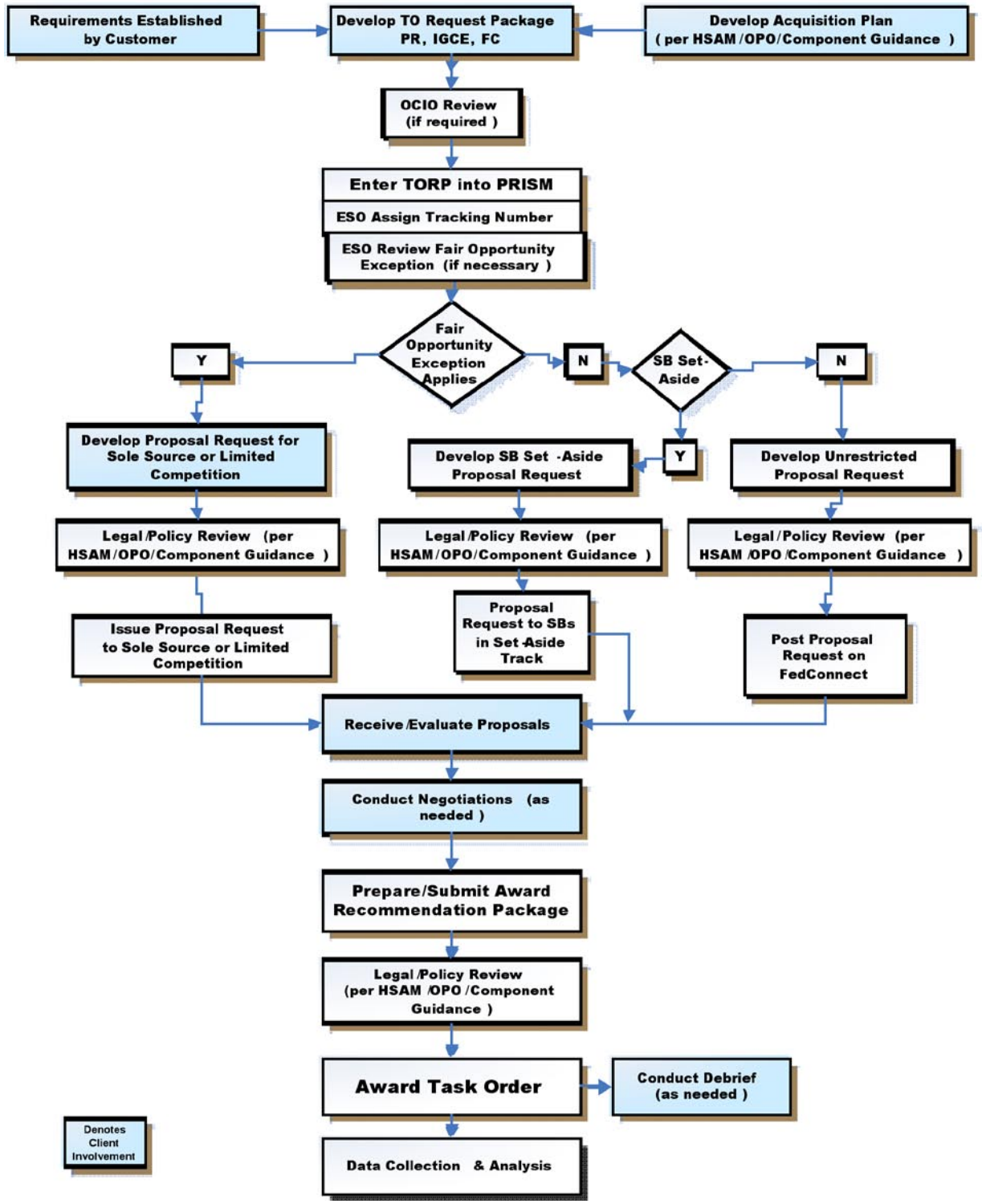
Interested parties may contact the task/delivery order contract ombudsman at: Director, Office of Procurement Policy and Oversight, Department of Homeland Security, Office of the Chief Procurement Officer, 245 Murray Lane, Bldg 410, Washington, DC 20528, 202.692.4213.

2.7 Contractor's Program Manager

The program manager shall act as the central POC with the Government for all program-wide technical matters, and will represent the contractor at all post-award status meetings. The program manager shall be responsible for resolution of all technical issues, program management, and other contract support. This includes providing comprehensive account support for the EAGLE contract. The program manager is responsible for overall contract performance and shall not serve in any other capacity under this contract.

The detailed EAGLE traditional ordering process is depicted in figure 1 below:

Figure 1. EAGLE Traditional Task Order Process



3. EAGLE Ordering Procedures

3.1 EAGLE Ordering Procedures

This section will describe the procedures for ordering services under EAGLE. The Appendices to this guide provide the EAGLE contractor list, specific Task Order procedures aligned with the traditional ordering process, fair opportunity exception guidance, and a Task Order Request Package (TORP) checklist, as well as sample templates and forms for optional use.

Two optional approaches have been developed to conduct EAGLE Task Order competitions, the traditional ordering process and the multiphased fair opportunity process.

3.1.1 Traditional Ordering Process

When utilizing the traditional process, all prime contractors within the designated FC will be provided the opportunity to submit full technical and cost proposals. Therefore, if the TO request is complex and requires extensive technical and cost proposals from each contractor, the Government would need to allocate the proper resources and schedule to evaluate each of these proposals according to the Evaluation Plan. The following key steps are to be followed for the traditional ordering process:

(1) A SOO/SOW/PWS is sent with a "Request for Traditional Technical and Cost Proposal" to all prime contractors within the designated FC. The request should typically place a limit of no more than 15 pages on the technical proposal, subject to adjustment at the discretion of the TO CO based on the size, scope and complexity of the TO. The request may also include an oral presentation requirement if it is determined to be beneficial to the evaluation. A complete cost proposal must be submitted, with no page restrictions. The amount of time allowed for the traditional response is typically eight days, which may be adjusted based on the scope/complexity of the requirement and the needs of the customer.

(2) Technical and cost evaluations are conducted by the Government evaluation teams designated according to the written Evaluation Plan.

(3) Negotiations take place (if needed).

(4) A TO is awarded to the successful offeror.

3.1.2 Multiphased Ordering Process

While it is anticipated that the traditional ordering process will be used for the majority of requirements under EAGLE, a multiphased approach is available for use when appropriate. This approach may be used in conducting fair opportunity competitions under either a small business set-aside or an unrestricted basis. It consists of a Phase 1 request for a brief technical proposal and cost estimate, followed by a down-select and request for full technical and cost proposals from the remaining competitors. The multiphased process provides three major benefits. First, it allows the Government to focus the TO selection on the most qualified contractors. Second, it saves the Government significant time and expenditures associated with evaluating a potentially large number of proposals. Third, it saves less qualified candidates significant time and expenditures in bid and proposal costs. The following key steps are followed for the multiphase process:

(1) A SOO/SOW/PWS is sent with a request for a multiphased proposal to all prime contractors within the designated FC. The request could be for a written proposal, oral proposal, or both. If the Phase 1 request includes a written proposal, the request would typically place a limit of no more than seven pages for the response, which encompasses the proposed technical and management approach, as well as past performance information. Within the seven pages, the offeror should also include a preliminary estimate or not-to-exceed (NTE) estimate for cost. The amount of time allowed for the Phase 1 response is typically five days, which may be adjusted based on the scope/complexity of the requirement and the needs of the customer. The request may also include an oral presentation requirement if it is determined to be beneficial to the evaluation.

(2) Technical evaluations and evaluations of the preliminary cost estimate/NTE are conducted by the Government evaluation teams designated according to the written Evaluation Plan.

(3) Based on the evaluations, a down-select could occur which identifies the contractors that would be most qualified to compete for the TO. The down-select process could identify one or more prime contractors that are the most qualified.

(4) Only the qualified offeror(s) that are identified in the down-select process will be invited to submit a Phase 2 Traditional Technical and Cost Proposal.

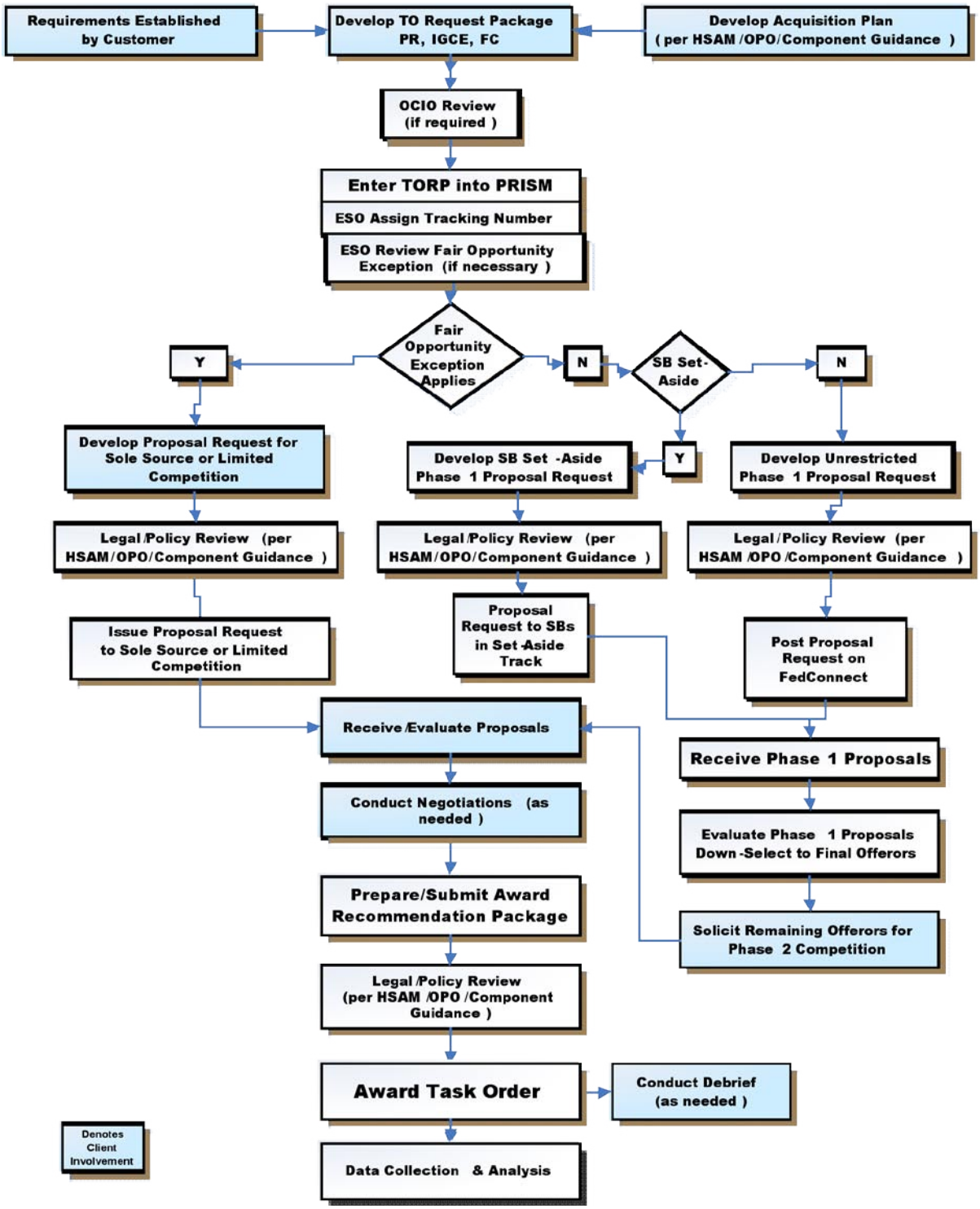
(5) Technical and cost evaluations are conducted by the Government evaluation teams designated according to the Evaluation Plan.

(6) Negotiations would take place (if needed).

(7) A TO is awarded to the successful offeror.

The detailed EAGLE multiphase ordering process is depicted in figure 2 below.

Figure 2. EAGLE Multiphase Task Order Process



3.2 ESO Assistance

Upon request of the TO CO, ESO will assist with the creation of the TORP or review a TORP if developed by the ordering activity. The ESO can offer advice regarding one or more of the following issues:

- Applicability of the SOW/PWS/SOO with respect to scope,
- Adequacy of the evaluation criteria,
- Realism of the IGCE,
- Appropriateness of the selected contract type, and
- Adequacy of the justification used for the exception to the requirements for fair opportunity to be considered.

3.3 DHS OCIO Approval

In accordance with DHS OCIO policy, certain services in FCs over a specified threshold may be reviewed to ensure compliance with DHS enterprise architecture. If required, the DHS OCIO approval shall be received prior to submission of the TO request to the TO CO for processing.

3.4 Scope of EAGLE Task Orders

An individual TO may relate to a single FC or involve services from multiple FCs. The TO CO, with the advice/assistance of the ESO, if desired, will determine the appropriate FC for a TO request. This determination will be based on the predominant work to be performed under the TO. (See Appendix B for detailed scope of FCs.)

3.5 Fair Opportunity Exceptions

In accordance with FASA and FAR Part 16.505(b), the TO CO will provide all awardees a fair opportunity to be considered for each order in excess of $2,500, unless one of the conditions below applies:

- The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays;
- Only one awardee is capable of providing the required services, at the level of quality necessary, because the services required are unique or highly specialized;
- 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 a TO already issued under this contract (provided that all awardees were given a fair opportunity to be considered for the original order) (see note below); and/or
- It is necessary to place an order to satisfy a minimum guarantee.

Note: If the order is a follow-on to a TO that was not issued under EAGLE, or is a delivery order for which the EAGLE awardees were not given the opportunity to compete, this exception CANNOT be used.

3.6 Fair Opportunity Exceptions Procedures

The elimination of any EAGLE contractor from contract competition should be justified in the TORP. Such justifications might include conflict of interest or any of the conditions listed in 3.5. If an exception to the fair-opportunity-to-be-considered rule is used, the purchase requisition should include a justification for the exception. The sole source justification must be written in accordance with the fair opportunity waiver example included at Appendix C. The TO CO, or other designated agency official, in accordance with agency regulations and in compliance with FAR 16.505(b) (2), must sign the exception justification.

The TO CO should provide a courtesy copy of the exception to the fair opportunity justification to the ITAC/ESO upon approval. If the ITAC/ESO has any questions, they must be addressed to the TO CO directly.

3.7 Task Order Solicitation Requirements

During the fair opportunity process, the Government may conduct either unrestricted opportunity for competition between prime contractors from both the unrestricted and set-aside tracks for the associated FC, or set-aside TOs in which competition will be limited to only those prime contractors in the set-aside track.

In the case of set-aside TO's, the TO solicitations will notify all prime contractors if a set-aside will be used. If the tasks are set-aside for small business prime contractors and the services fall predominantly within FC2, the TO CO will determine whether the services are classified as IT or telecommunications, and solicit the appropriate tier(s) of small businesses. If it is set-aside and is for IT-related services in FC2, tier one will be solicited. If it is set-aside and is telecommunications, tiers one and two will be solicited. Table 1 provides examples of competitive pools for TO placement. Table 2 is included to assist in determining the size standards applicable to each FC.

In order to ensure that the required percentage of costs under EAGLE small business set-aside TOs is expended by the prime contractor, the prime must demonstrate annually that it has achieved the required percentage to that date. FAR 52.219-14 requires that, for total small business set-asides, "at least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the *[Offeror]*" (rather than subcontracted labor). Small business prime contractors under EAGLE will be required to report annually (on the anniversary of contract award) the total cost of labor on all work performed under set-aside TOs during the 12-month reporting period, and the total subcontracted labor cost during the same period. Thus, for set-aside TOs, the combined total of all set-aside TOs issued during each 12-month period must reflect that the prime contractor has expended at least 50% of personnel costs on its own employees.

Table 1. Examples of Competitive Pools for Task Order Placement

Level of Competition	Business Pool
Example 1 – Task Order for Services in FCs other than FC 2	
Unrestricted Competition	Large Business + Small Business Pools
Set-Aside Competition	Small Business Pool Only
Example 2 – Task Order for IT Services in FC 2	
Unrestricted Competition	Large Business + Small Business Tier 1 + Tier 2
Set-Aside Competition	Small Business Tier 1 Only
Example 3 – Task Order for Telecomm Services in FC 2	
Unrestricted Competition	Large Business + Small Business Tier 1 + Tier 2
Set-Aside Competition	Small Business Tier 1 + Tier 2

Table 2. Size Standards for Awardees in the Small Business Pool

FC	Description		Size Std
1	Infrastructure Engineering Design, Development, Implementation & Integration		$21M
2	Operations & Maintenance	Tier 1 – IT-Related Services	$21M
		Tier 2 – Telecom-Related Services	1,500 employees
3	Independent Test, Validation, Verification, and Evaluation		$21M
4	Software Development		$21M
5	Management Support Services		$6M

3.8 Debriefings

If not selected for a TO award, contractors may contact the TO CO to discuss the reasons for non-acceptance. The TO CO and the unsuccessful contractor may discuss the reasons for non-selection; however, the TO CO may not:

- Discuss the other contractors' proposals,
- Compare contractors' proposals, or
- Allow a non-selected contractor access to the award decision documentation.

See FAR 15.5 for further guidance.

3.9 Task Order Protests

In accordance with FAR Part 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance, or proposed issuance, of a TO under this contract. The only exception is on the grounds that the order increases the scope, period, or maximum value of the contract.

3.10 Contractor Access to FirstSource

In those cases in which an EAGLE contractor can or must acquire IT commodities to fulfill its contractual requirements, and those commodities are available under the FirstSource contract, the following steps should be followed:

(1) As part of the proposal request under EAGLE, the EAGLE competitors should be asked to request quotes from: (a) at least one FirstSource contractor; and (b) at least one of its normal sources of IT products. All such quotes received should be included in the EAGLE offerors' proposals. When displaying these quotes for comparison purposes in their proposal, the offeror should apply its standard material burden rate to quotes received from its own sources, but not apply that rate to quotes from FirstSource contractors.

(2) The TO CO should compare the prices proposed for the IT commodities.

- If the lowest total price from the EAGLE contractor's own sources, including applicable material burden, is less than the lowest price quoted by the FirstSource contractors, and that EAGLE offeror is selected for award of the TO, that offeror should be authorized to purchase said IT products from its identified sources.
- If the lowest quoted FirstSource price, without material burden, is lower than the lowest quote from the EAGLE contractor's sources, the TO CO should extract that element from the EAGLE requirement and proceed to award a delivery order directly to the FirstSource contractor for those products.
- If the FirstSource quote offers the lowest price, but the difference in quoted prices is sufficiently small that the benefits of awarding the entire requirement to a single contractor, under EAGLE, outweighs the potential savings of splitting awards between EAGLE and FirstSource contractors, the TO CO should document the file with such a determination.

3.11 Earned Value Management

In accordance with OMB Circular A-11 and the Federal Acquisition Regulation, the Government will use Earned Value Management (EVM) to monitor tasks under EAGLE. The Contractor shall provide EVM that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-2002, *Earned Value Management Systems*, approved May 19, 1998 (or current version in effect at the time of task order).

Specific guidance is in the EAGLE Earned Value Management Guide which is posted at www.dhs.gov/openforbusiness and click on Information Technology Acquisitions.

3.12 Notice of Internet Posting of Awards

DHS intends to electronically post the EAGLE contracts, including fully-burdened labor rates, to the DHS web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to TO performance or by offerors in response to the EAGLE solicitation. Posting of the contract documents and associated modifications via the Internet is in the best interest of the Government, as well as the contractors. It will allow contractors to direct future customers to the site to view labor categories and rates as they develop their IGCE in preparation of proposed TOs.

DHS EAGLE Prime Contractors by Functional Category

Company Name	L/S*	FC1	FC2	FC3	FC4	FC5	Contract Number
Accenture LLP	L				•	•	HSHQDC-06-D-00029
AT&T Government Solutions	L	•					HSHQDC-06-D-00040
BAE Systems Information Technology Solutions, LLC	L				•	•	HSHQDC-06-D-00028
Bearing Point, Inc.	L			•			HSHQDC-06-D-00041
Booz Allen Hamilton	L				•	•	HSHQDC-06-D-00031
CACI, Inc. - Federal	L					•	HSHQDC-06-D-00020
CSC - Computer Sciences Corporation	L	•	•		•	•	HSHQDC-06-D-00021
Dynamics Research Corporation	L					•	HSHQDC-06-D-00033
EDS - Electronic Data Systems Corporation	L	•	•		•		HSHQDC-06-D-00032
General Dynamics One Source, LLC	L	•	•		•	•	HSHQDC-06-D-00024
IBM – International Business Machines Corporation	L				•	•	HSHQDC-06-D-00019
Keane Federal Systems, Inc.	L			•			HSHQDC-06-D-00025
Lockheed Martin Integrated Systems & Solutions	L	•			•		HSHQDC-06-D-00018
Lockheed Martin Services, Inc.	L		•				HSHQDC-06-D-00017
McDonald Bradley, Inc.	L			•			HSHQDC-06-D-00039
Northrop Grumman Information Technology, Inc.	L	•	•		•	•	HSHQDC-06-D-00022
Nortel Government Solutions	L					•	HSHQDC-06-D-00034
Perot Systems Government Solutions, Inc.	L				•		HSHQDC-06-D-00037
Pinkerton Computer Consultants, Inc.	L					•	HSHQDC-06-D-00036
Pragmatics, Inc	L			•			HSHQDC-06-D-00035
QSS Group, Inc.	L	•			•		HSHQDC-06-D-00027
Raytheon Company	L	•			•	•	HSHQDC-06-D-00030
SAIC - Science Applications International Corporation	L	•	•		•	•	HSHQDC-06-D-00026
SRA - Systems Research and Application Corporation	L			•			HSHQDC-06-D-00038
Unisys Corporation	L	•	•				HSHQDC-06-D-00023

*(L=Large Business, S=Small Business)

Appendix B. Detailed EAGLE Task Order Procedures for Information Technology Services

All EAGLE orders for services shall be issued on a competitive basis, unless a fair opportunity exception justification is approved by the Task Order Contracting Officer (TO CO). (See Sections 3.5 through 3.7 for discussion of fair opportunity exceptions and Appendix C for processing fair opportunity exceptions). The Task Order (TO) request, proposal preparation, evaluation and award process are described below.

Description of IT Services Functional Categories (FCs) under EAGLE

The TO CO, with the advice/assistance of the ESO if desired, will determine under which functional area a TO request belongs. This determination will be based on the predominant work to be performed under the TO. EAGLE offers five different functional categories (FCs) of support and services, as listed below:

Functional Category 1 – Infrastructure Engineering Design, Development, Implementation, and Integration

As ordered, the contractor shall provide any and all phases of system design and development through deployment to ensure Department of Homeland Security (DHS) information technology (IT) solutions will enable their users to meet their mission goals and objectives. These efforts include the full range of infrastructure engineering design, development, implementation and integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design and development, integration, implementation, and deployment.

Functional Category 2 – Operations and Maintenance

As ordered, the contractor shall provide any and all operations and maintenance (O&M) solutions, processes, and procedures necessary to sustain systems within the DHS Enterprise at the highest levels of service and availability consistent with cost, schedule, and performance objectives. These solutions may be required across the DHS Infrastructure, to include, but not limited to, the following operational areas: Data Center, Help Desk and Field Support Services (e.g., Desk-side support and LAN Administration), Network and Security Operations, and Collaboration Services (e.g., E-mail, Voice, and Video Services). This functional category includes the full range of O&M solutions, from maintaining and upgrading individual pieces of hardware and software to full managed service solutions.

Functional Category 3 – Independent Test, Validation, Verification and Evaluation

As ordered, the contractor shall provide the full range of independent test, validation, verification, and evaluation solutions to ensure that all IT products and services meet DHS standards, and are performing to defined design, cost, schedule and performance specifications/capabilities. The contractor shall provide best practices, technologies, tools, and support to quality and operational assessments, integration testing and system test and evaluation, including security certification and accreditation, for IT systems. The contractor shall also provide independent verification and validation through the monitoring and evaluation of projects through activities such as, but not limited to, assessments, process and procedure audits, project and performance management, and systems analysis and design.

Functional Category 4 – Software Development

As ordered, the contractor shall provide any and all phases of software design and development, including deployment, to ensure DHS applications and databases will enable their users to meet their mission goals and objectives. These efforts include the full range of software design, development, implementation and integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design and development, coding and testing, production, deployment, implementation, integration, and software application maintenance.

Functional Category 5 – Management Support Services

As ordered, the contractor shall provide the full range of business and technical management services that assist in the development, implementation, and continuous improvement of policies, procedures, guidelines, and directives. These documents and guidance will allow DHS to comply with the requirements of law and legislation, and operate the enterprise in an efficient and effective manner. These services encompasses all areas of IT policy and planning including, but not limited to, enterprise architecture, security, training, enterprise resource management, business process reengineering, IT transformation and strategy, organizational change leadership, and enterprise and program management office support, e.g., business case development and performance management.

ITAC Contracting Officer Assistance

The ITAC is available to conduct acquisitions on behalf of components, in particular for those without an organic procurement capability. Such actions should be coordinated with the ESO (see Appendix D for a template cover memorandum for forwarding a requirement to the ESO).

Task Order Request Package

The requiring activity prepares the Task Order Request Package (TORP). A TO proposal request shall be provided to all EAGLE prime contractors in the associated predominant functional category, including a description of work to be performed and the basis upon which the selection will be made. See Appendix E for a TORP checklist. At a minimum, the TORP should contain the following:

- Statement of Work, Performance Work Statement or Statement of Objectives - The requiring activity may select from three types of work statements, depending on their specific requirements. However, performance-based orders must be used to the maximum extent possible, as required by FAR 37.102. Optional use samples of templates/forms are provided in the Appendices to this document. These include additional guidance on Performance-Based Service Acquisition (PBSA) (Appendix F), a sample Statement of Work (SOW) (Appendix G), a sample Performance Work Statement (PWS) (Appendix H), a sample Quality Assurance Surveillance Plan (QASP) (Appendix I), a sample Service Level Agreement (SLA) (Appendix J), and a sample Statement of Objectives (SOO) (Appendix K).
- Funding document - EAGLE TOs are funded by the requiring activity. Individual Task Order Contracting Officers (TO COs) should provide specific instructions as to the format and content.
- Independent Government Cost Estimate - The Independent Government Cost Estimate (IGCE) should be developed by the customer and submitted to the TO CO as part of the TORP and will assist the TO CO in determining the reasonableness of a contractor's cost and technical proposals. The IGCE is for GOVERNMENT USE ONLY and should not be made available to EAGLE contractors. Customers may obtain information to develop an IGCE from Section B of the EAGLE contracts.
- Proposal Evaluation Plan - The TO CO, in conjunction with the requiring activity, develops the evaluation criteria and associated weights that form the basis for TO award. An optional use recommended sample EAGLE Proposal Evaluation Plan is included in Appendix L.
- Fair opportunity exception (if applicable) - (See Appendix C)
- Justification for work statement that is not performance-based. FAR 37.102 has established the policy to use the PBSA approach, to the maximum extent practicable, for ALL services, including those acquired under supply contracts. Services exempted from this policy are: architect-engineer, construction, utility and services that are incidental to supply purchases. Use of any other approach must be justified to the TO CO in the TORP. This justification to not use PBSA should be addressed in the acquisition plan. However, if there is no acquisition plan, then the TO CO should include within the TO file a short paragraph describing why PBSA is not being used. See Appendix F, Additional Guidance on Performance-Based Service Acquisition, for additional information.
- Task Order-unique DD Form 254 (only if security requirements exceed the basic contract DD Form 254).
- Component agency CIO approval (if applicable).
- DHS CIO approval (if applicable).

Proposal Preparation Request

The TO CO will electronically solicit each TO requirement, either utilizing the traditional process or multiphase process (See Sections 3.1.1 and 3.1.2), to all contractors within a particular functional category, unless a fair opportunity exception applies (see Appendix C) or the task is set-aside for the small business prime contractors. If the task is set-aside for small business prime contractors and the services fall predominantly within FC 2, the TO CO will determine whether the services are classified as IT or telecommunications and solicit the appropriate tier(s) of small businesses (See Tables 1 and 2 in Section 3.7). The posting can either be accomplished manually or, if available, via FedConnect. Either method will satisfy the requirement for a fair opportunity to be considered. If FedConnect is not available as a means to release a TO solicitation, the following is the manual process in which to solicit a proposal request. The steps involved in the manual process include:

- The TO CO releases the proposal request (either traditional or multiphased) to all EAGLE contractors via e-mail, and requests that the contractors submit their responses in the same medium. Each contractor has provided the ESO with one or two e-mail addresses for the receipt of these announcements. The contractors are listed in the "bcc" line.
- The ESO should also be included on the e-mail by including them on the "cc" line of the e-mail (DHSESO@dhs.gov).
- The "sent" message will serve as the official copy of the release of the proposal request.
- E-mail return receipts must also be requested when the proposal request is released.
- The TO CO is responsible for verifying that return receipts have been received from all solicited EAGLE contractors.
- If a return receipt is not received within 24 hours, the TO CO is responsible for contacting the program manager of the contractor to ensure that the request has been received and take corrective action, if necessary.
- Proposals received via e-mail, using the manual process, shall be handled in the same manner as described above/below for proposals received using FedConnect.

Each contractor shall evaluate the opportunity and determine whether or not to submit a proposal. The proposal request will include, at a minimum, the following information:

- TO tracking number (assigned by ESO);
- Date of announcement;
- End user customer agency;

- SOO, SOW or PWS;
- Anticipated ordering process: traditional or multiphased;
- Anticipated contract type and certified cost or pricing data (if necessary);
- Incumbent contractor, if any;
- Contracting organization point of contact: name, phone number, and fax (Contracting Officer (CO) and contract specialist); and
- E-mail address/mailing address or fax number; and proposal due date;
- Instructions for submission of a technical and cost/price proposal; and
- Criteria/basis for award.

A submission date, based on the size, scope and complexity of the TO, will be established for receipt of proposals.

The contractors are required to submit a proposal upon request of the TO CO. If a contractor chooses to not bid on the TO, 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 choosing not to bid, e.g., conflict of interest.

In responding to proposal requests that include a requirement to provide products, EAGLE contractors are expected to use FirstSource prime contractors as preferred sources of supply.

Technical and Cost Proposal Submission

Technical Proposals. The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be streamlined and succinct to the extent practical, based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses will not be a proposal as defined in FAR Part 15, but only sufficient information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. Both oral and written technical proposals shall address, as a minimum:

(1) Technical/management approach;

(2) Key personnel assigned;

(3) Quantities/hours of personnel by labor categories;

(4) Other direct costs (ODCs) (materials and supplies, travel, training, etc.);

(5) Risks and risk management plan;

(6) Period of performance;

(7) Government-furnished equipment (GFE)/Government-furnished information (GFI);

(8) Security (including clearance level);

(9) Teaming arrangement (including subcontracting); and

(10) Other pertinent data, e.g., potential conflict of interest issues.

Cost Proposals. If the TO process is multiphased, the contractors will be required to submit a preliminary estimate or not-to-exceed estimate in Phase 1 and a written complete cost proposal shall be required in Phase 2. In the case of a traditional Task Order process, a written cost proposal shall always be required as part of the contractors initial proposal submission. This part of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, i.e., labor hours, rates, travel, incidental equipment, etc. When competing for TO awards under the fair opportunity process, the contractor is permitted to propose labor rates that are lower than those originally proposed and established in the Section B CLIN Rate Tables. The contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed for realism to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective TO and will not change the fixed rates in the Section B CLIN Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below.

(1) Firm fixed-price (FFP) and time-and-materials (T&M). The proposal shall identify labor categories in accordance with the Section B CLIN Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE and/or GFI required for TO performance. If travel is specified in the TO SOW/PWS, air fare and/or local mileage, per diem rates by total days, number of trips, and number of contractor employees traveling shall be included in the cost proposal. Prior to incurring any long distance travel expenses, the contractor shall obtain written approval from the TO's Contracting Officer's Technical Representative (COTR) of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.

(2) Cost reimbursement. Both "sanitized" and "unsanitized" cost proposals will be required for cost-reimbursement type TOs only. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unless otherwise noted, unsanitized proposals will only be provided to the TO CO, while sanitized proposals will be provided to the TO COTR. Cost/price proposals shall include, as a minimum, a complete work breakdown structure, which coincides with the detailed technical approach; and provide proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost-reimbursement proposals shall be submitted in accordance with FAR Part 52.215-20 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

(3) Other relevant information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The contractor shall assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

Task Order Types

Under EAGLE, the TO COs may negotiate several types of TOs which differ in the degree of risk assumed by the contractor for the costs of performance and in the profit incentives offered. The task types are grouped into four broad categories: firm fixed-price, cost-reimbursement (CR), time-and-materials and labor hour, and incentive contracts.

- ***Firm Fixed-Price*** - A FFP contract provides for a price that is not subject to any adjustment. It places a significant risk upon the contractor and full responsibility for all costs resulting in a profit or loss. It also provides the maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of reasonably definite functional or detailed specifications, when performance uncertainties can be identified and reasonable estimates of their cost impact can be made and the contractor is willing to accept a firm fixed-price representing assumption of the risks involved.
- ***Cost-Reimbursement*** - A CR contract may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy and the fixed labor rates in the contract cannot apply. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the TO CO. A CR contract type may be used only after it is verified that this contract type is likely to be less costly than any other type; or it is impractical to obtain services of the kind or quality required without the use of this contract type. The TO CO should note that the cost or pricing data requirement of FAR Part 15.4 may apply.
- ***Time-and-Materials and Labor Hours*** - A T&M contract type may be used only when it is not possible, at the time of placing the order, to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This contract type provides no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to provide reasonable assurance that efficient methods and effective cost controls are being used. A T&M contract type may only be used after the TO CO executes a D&F that no other contract type is suitable.
- ***Incentive Contracts*** – Incentive contracts are appropriate when a FFP contract is not, and the required supplies or services can be acquired at lower costs, with improved delivery or technical performance, by relating the amount of profit or fee payable to the contractor's performance. Incentive contracts are designed to obtain specific acquisition objectives by establishing reasonable and attainable targets that are clearly communicated to the contractor; and including appropriate incentive arrangements designed to motivate contractor efforts that might not otherwise be emphasized; and discourage contractor inefficiency and waste. The two basic categories of incentive contracts are fixed-price incentive contracts (see 16.403 and 16.404) and CR incentive contracts (see 16.405). Since it is usually to the Government's advantage for the contractor to assume substantial cost responsibility and an appropriate share of the cost risk, fixed-price incentive contracts are preferred when contract costs and performance requirements are reasonably certain. CR incentive contracts are subject to the overall limitations in 16.301 that apply to all cost-reimbursement contracts. Award-fee contracts are also a type of incentive contract.

Adding Labor Categories Beyond Government Contracted Labor Categories

To add labor categories beyond the Government labor categories, a request for contract modification must be submitted by the TO CO or the EAGLE contractor to the ITAC EAGLE contract CO. This request must include information demonstrating the insufficiency of the Government's labor category, a description of the proposed labor category including the education and experience levels, proposed labor rates and a cross reference to other contracts that include the proposed labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis, and upon determination by the Government that they are fair and reasonable, will be incorporated by modification into Section B of the contract.

Evaluation and Award

The Government will evaluate the contractor's technical and cost proposal in accordance with the selection criteria. The Government's award decision will be based, at a minimum, on compliance with Section 508 requirements of the Rehabilitation Act, and selection criteria which address past performance, technical/management approach and cost. Among other sources, evaluation of past performance will be based on a database built from past performance assessments provided by TO COTRs on individual TOs performed throughout the life of the contract (See Section H.11 of the contract). In addition to past performance, technical/management approach and cost, individual TO selection criteria may include other factors relevant to the particular requirement. The order of importance for the factors will be identified in each individual request for proposal. If necessary, during the evaluation

of proposals, the Government may contact a contractor with questions concerning its proposal.

After the technical proposals have been received and evaluated, an authorized official from the requiring activity will document, sign and forward the results to the TO CO for review and approval. The TO CO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.

After completion of the evaluation, discussions, if any, and best value analysis, the TO CO/TO COTR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2). At a minimum, it shall include:

(1) A statement indicating whether announcement of the TO requirement was made to all contractors eligible for receiving an award for the task requirement, or if an exception to the a fair opportunity to be considered rule was cited (cite the exception);

(2) The selection criteria /methodology used to evaluate the competing contractors;

(3) The results of the evaluation; and

(4) The rationale for the recommendation of the TO awardee, including a summary of any negotiations conducted, cost/price analysis and best value analysis.

The TO CO's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, except for a protest that an order increases the scope, period, or maximum value of the contract. The DHS Office of Procurement Operations ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract. The designated ombudsman is identified in Chapter 2 of this guide.

TOs may be issued by e-mail, regular mail or facsimile using an Optional Form 347, or an agency prescribed form.

Quick-Closeout Procedure

The contractor is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

(a) In accordance with FAR 42.708(a), the TO CO has the authority to negotiate settlement of indirect costs for a specific TO if: it is physically complete; the amount of unsettled indirect cost to be allocated to the TO is relatively insignificant; and agreement can be reached on a reasonable estimate of allocable dollars.

(b) In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedures shall be final for the TO it covers and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.

(c) Final invoices which result in a charge to the Government in excess of $250.00 or refunds to the Government in excess of $250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the contractor or refundable to the Government of less than $250.00 will not be processed.

(d) Submission of a final "0-dollar invoice" is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to close out the TO. Once the bilateral modification is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

(e) All TOs under this contract do not have to be closed in accordance with quick-closeout procedures. The TO CO and the contractor will evaluate complex TOs on a case-by-case basis for applicability of quick-closeout procedures.

(f) Modifications for quick-closeout will include the following statement: "The bilateral execution of this modification releases the Government and *[insert contractor name]* from any further obligation."

Appendix C. Fair Opportunity Exception Review by the ITAC/ESO

There are four exceptions to competition in FAR 16.505 that apply to multiple-award Task Order (TO) requirements. They are listed below along with policy interpretations.

Urgency

This exception applies in cases of "public exigency." The agency need for such services is so urgent, that providing a fair opportunity would result in unacceptable delays. However, the user must objectively demonstrate that the public interest would suffer if requirements were not fulfilled, e.g., failure to develop a program by a date mandated by Congress, etc. A failure to meet established work requirements is not a sufficient cause, unless it can be demonstrated that some public interest is threatened.

Unique Requirements

This exception applies when only one awardee is capable of providing the required services, at a sufficient quality level, because the services ordered are unique or highly specialized.

Follow-On

In this case, 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 a TO already issued under the EAGLE contract. This exception is available only if all awardees were given a fair opportunity to be considered for the original order. The following information must be provided: (a) reference to the prior TO under EAGLE, (b) reference to the competition that was conducted under EAGLE that resulted in the incumbent's award, and (c) some evidence that the project is a continuation of ongoing efforts toward the same ends.

Note: If the order is a follow-on to a TO that was not issued under EAGLE, or is a delivery order for which the EAGLE awardees were not given the opportunity to compete, this exception CANNOT be used.

Guaranteed Minimum

This exception occurs when it is necessary to place an order to satisfy a minimum guarantee.

Sample Fair Opportunity Waiver

The following provides a sample fair opportunity waiver. The TO CO should provide a courtesy copy of the exception to the fair opportunity justification to the ITAC/ESO upon approval. If the ITAC/ESO has any questions, they will be addressed to the TO CO directly.

FAIR OPPORTUNITY WAIVER

Applicable TO Contract Number, Task Order Number

Title of Task Order

In accordance with FAR 16.505 (b) (2), the following is provided as justification to support an exception to the fair opportunity process under EAGLE (only one exception should apply).

Urgency

The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays.

Contractor Name:

Rationale (enter justification here):

Unique Requirements:

Only one awardee is capable of providing the supplies or services required, at the level of quality required, because the supplies or services ordered are unique or highly specialized.

Contractor Name:

Rationale (enter justification here):

Follow-On:

The order must be issued on a sole-source basis, in the interest of economy and efficiency, as a logical follow-on to an order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.

Contractor Name:

Contract Number:

Task Order Number:

Rationale (enter justification here):

Guaranteed Minimum:

This exception occurs when it is necessary to place an order to satisfy a minimum guarantee.

Approved: _____

Task Order Contracting Officer Name: Date:

Appendix D. Request for Task Order Memorandum to ITAC

Applies when the Task Order (TO) is issued by the Information Technology Acquisition Center (ITAC) Contracting Officer. This may be used by individual components when placing their own TOs. A sample is provided below.

MEMORANDUM

FROM: Component XX

TO: Information Technology Acquisition Center (ITAC)

Attn: EAGLE ITAC Task Order Contracting Officer

SUBJECT: REQUEST FOR Task Order

The purpose of this memorandum is to request that a Task Order be competed among the EAGLE contractors in accordance with the fair opportunity provisions, for the support described in the attached Task Order Request Package. All required supporting documentation is provided as specified on the EAGLE Task Order Request Checklist and Instructions and Ordering Guidelines.

My point of contact for this action is [*insert name*], who can be reached at the following e-mail address: [*insert e-mail address*] or phone number: [*insert number*].

Sincerely,

Component Official

Attachments: a/s

Appendix E: Checklist for Task Order Request Package (TORP)

EAGLE TASK ORDER REQUEST CHECKLIST AND INSTRUCTIONS: This form constitutes a request for contract support under the EAGLE contracts. The requiring activity shall complete this form, together with the associated attachments, and forward the entire package to the appropriate component EAGLE ordering contracting officer for processing.

1. Task Order (TO) Title:

2. Requiring Activity Point of Contact:	
Name:	**Phone:**
Title:	**Fax:**
Organization:	**Email:**

3. Designated Task Order Contracting Officer's Technical Representative (COTR):	☐ **Check here if same as Block 2**
Name:	**Phone:**
Title:	**Fax:**
Organization:	**Email:**

4. Track:	**5. Functional Category:**
☐ Small Business Set-Aside ☐ Unrestricted	☐ FC1 ☐ FC2 (Unrestricted) ☐ FC2 – Tier 1 (Small business set-aside only) ☐ FC3 ☐ FC4 ☐ FC5 ☐ FC2 – Tier 2 (Small business set-aside only)

6. Attachments Checklist:	Complete package must include all of the items listed in this block, as required or applicable. Send files electronically via email or fax to the Task Order Contracting Officer. All files shall be completed using MS Word or MS Excel, as appropriate.
☐ **Work Statement** (check one): ☐ Statement of Work (SOW) ☐ Performance Work Statement (PWS) including Quality Assurance Surveillance Plan (QASP) ☐ Statement of Objectives (SOO) All work statements must include applicable Section 508 requirements or exceptions. ☐ **Funding Document(s)** Scanned or other electronic version is preferable.	☐ **Independent Government Cost Estimate (IGCE)** ☐ **Proposal Evaluation Plan/Criteria** ☐ **Technical Reference Model (TRM) standard documentation** ☐ **Acquisition Plan or copy of Advanced Acquisition Plan** ☐ **Component Agency CIO Approval** (if applicable) ☐ **Enterprise Architecture Board (EAB) Approval** (if required) ☐ **Investment Review Board (IRB) Approval** (if required) ☐ **Task Order-Unique DD Form 254** Use only if security requirements exceed the basic contract DD Form 254.

7. Task Order Information:

(a) Recommended Contract Type (check one):

☐ Firm Fixed Price (FFP) (no justification required)

☐ Cost-Reimbursement (CR) (provide justification in the box below)

☐ Time-and-Materials (T&M) (provide justification in the box below)

Time-and-materials (T&M) contracts require justification in accordance with Federal Acquisition Regulations (FAR) [See Appendix B (Ordering Procedures) and Appendix F (Glossary) for an explanation of contract types – note that the contracting officer makes the final determination of which order type is in the best interest of the Government].

(b) Rationale:

T&M contracts require justification in accordance with FAR [See Ordering Procedures and Appendix F (Glossary)].

(c) FASA Exception:

If you are citing a FASA exception to Fair Opportunity Competition, designate which one below with a justification.

☐ The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays

☐ Only one such contractor is capable of providing services required, at the level of quality required, because they are unique or highly specialized

☐ The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on

☐ It is necessary to place an order to satisfy a minimum guarantee

(d) FASA Exception Justification:

See Appendix C for further instructions.

Appendix F. Additional Guidance on Performance-Based Service Acquisition

General

Performance-based service acquisition (PBSA) is the preferred method of contracting for services and supplies. PBSA is contracting for results, not just best efforts, and involves structuring all aspects of an acquisition around the purpose of the work to be performed. Essential elements of PBSA include: (1) performance requirements, expressed in either a Performance Work Statement (PWS) or Statement of Objective (SOO); performance requirements described in terms of "what" the required output is and not "how" the work is to be accomplished; (2) performance standards or measurements, which are the criteria for determining whether the performance requirements are met; (3) appropriate performance incentives, either positive or negative; and (4) a surveillance plan that documents the Government's approach to monitoring the contractor's performance (see Appendix B for further EAGLE ordering guidance, including defining performance). The essential PBSA elements are discussed further below.

Policy

FAR 37.102 has established the policy to use the PBSA approach to the maximum extent practicable, for ALL services, including those acquired under supply contracts. Services exempted from this policy are: architect-engineer, construction, utility and services that are incidental to supply purchases. Use of any other approach has to be justified to the Task Order contracting officer (TO CO). This justification to not use PBSA should be addressed in the acquisition plan. However, if there is no acquisition plan, then the TO CO should include within the TO file a short paragraph describing why PBSA is not being used.

Contract Type

The order of precedence set forth in FAR 37.102(a) (2) should be followed for all TOs. Requiring activities should use the contract type most likely to motivate contractors to perform at optimal levels.

Performance Work Statement

The PWS identifies the technical, functional and performance characteristics of the Government's requirements. The PWS describes the work in terms of the purpose of the work to be performed, rather than either "how" the work is to be accomplished or the number of hours to be provided. The format for the PWS is similar to the traditional Statement of Work (SOW) (See Appendix G for sample SOW format). In addition, the PWS will include performance standards, incentives, and a Quality Assurance Surveillance Plan (QASP) to monitor and measure program performance at systematic intervals and provide quantifiable data needed for informed decision-making. (See Appendix H for further guidance on the PWS).

Performance Standards/Metrics - Performance standards or metrics reflect the level of service required by the Government to meet performance objectives. Standards may be objective (e.g., response time) or subjective, e.g., customer satisfaction. Service Level Agreements are performance standards that translate customer's priorities into measurable vendor performance outcomes. Performance standards:

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

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

Performance Incentives - Incentives may be positive or negative; monetary or non-monetary. Note: If a financial incentive is promised, funding for the incentive must be committed at time of TO award.

Examples of monetary incentives include:

- Incentive fees.
- Share-in-savings.
- Negative monetary incentives (can be included if the desired results are not achieved - deduction should be equal to the value of the service lost).

Examples of non-monetary incentives include:

- Revised schedule.
- Positive performance evaluation.
- Automatic extension of contract term or option exercise.
- Lengthened contract term (award term contracting) or purchase of extra items (award purchase).
- Letters of appreciation to individual employees that may translate to bonuses.

Quality Assurance Surveillance Plan (QASP) - The QASP is a plan for assessing contractor performance to ensure compliance with the Government's performance objectives. It describes the surveillance schedule, methods, performance measures, and incentives. The QASP is included as part of the PWS and inspects the outputs, not the process. In a QASP, the level of surveillance should be commensurate with the dollar amount, risk, and complexity of the requirement (see Appendix I for sample QASP).

Statement of Objectives

The SOO is an alternative to the PWS. It is a very brief document (two to ten pages, depending upon complexity) which summarizes key agency goals and outcomes, to which contractors respond. It is different from a PWS in that contractors propose their solutions (including a technical approach, performance standards, incentives, and a QASP) based upon commercial practices. As a minimum, a SOO should contain the following information:

- Purpose.
- Scope or mission.
- Period and place of performance.
- Background.
- Performance objectives, goals and outcomes.
- Any operating constraints.

A SOO sample format is provided in Appendix K.

Additional Resources

Refer to the following links to learn more about PBSA:

- Defense Acquisition University link to PBSA - http://www.dau.mil/pbsa/
- Department of Defense Guidebook - http://www.acq.osd.mil/ar/doc/pbsaguide010201.doc
- Department of the Air Force - Instructions on PBSA - http://www.safaq.hq.af.mil/contracting/toolkit/part37/
- Navy Acquisition Reform - http://www.acq-ref.navy.mil/
- NASA Guidance for PBSA - http://ec.msfc.nasa.gov/hq/library/perfba.htm
- GSA Schedule PBSA information section (toolkit), to aid in preparing performance-based TOs - http://www.fss.gsa.gov/schedules/building2-B.cfm
- Health and Human Services (HHS) PBSA Desk Reference - http://www.knownet.hhs.gov/acquisition/performDR/
- NEW WEB-ENABLED 7 STEPS PBSA GUIDE (Click link to 7 Steps Guide) - http://www.gsa.gov/performancebasedcontracting

Appendix G. Sample Format for a Statement of Work (SOW)

(1) **PROJECT TITLE:** Provide a short, descriptive title of the work to be performed.

(2) **BACKGROUND:** Describe the need for the goods or services, the current environment, and the office's mission as it relates to this requirement. Provide a brief description/summary of the goods or services sought.

(3) **SCOPE:** Indicate which EAGLE contract functional categories apply to the work to be performed. Include a high-level view of the procurement, its objectives, size, and projected outcomes. Do not include anything that will not contribute to the expected result. Do include impacts/implications.

(4) **APPLICABLE DOCUMENTS:** List relevant legal, regulatory, policy, and security documents. Include publication number, title, version, date, where the document can be obtained, etc. State which portions of the documents apply.

(5) **SPECIFIC TASKS:** Provide a narrative of the specific tasks that make up the SOW. Number the tasks sequentially, e.g., Task 1 - title of task and description, Task 2 - title of task and description, etc. Describe in clear terms, using active language, what work will be performed. The requirement must be defined sufficiently for the contractor to submit a realistic proposal and for the Government to negotiate a meaningful price or estimated cost. SOWs must be "outcome-based," i.e., they must include the development and delivery of actual products (e.g., assessment report, migration strategy, implementation plan, etc.).

(6) **DELIVERABLES AND DELIVERY SCHEDULE:** List all outputs/outcomes with specific due dates or timeframes. Include media type, quantity, and delivery point(s). State due dates in terms of calendar days after Task Order (TO) award.

(7) **GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:** Identify the Government-furnished equipment and information, if any, to be provided to the contractor, and identify any limitations on use. Be as specific as possible.

(8) **PLACE OF PERFORMANCE:** Specify whether the work will be performed at the contractor's site or at a Government site. Provide exact address if possible. Describe any local or long distance travel the contractor will be required to perform.

(9) **PERIOD OF PERFORMANCE:** State the period of performance in terms of total calendar days after TO award (e.g., 365 calendar days after TO award), or in terms of start and end date, e.g., October 1, 20XX through September 30, 20XX. The use of "calendar days" provides an accurate understanding of the actual length of the TO, and allows the actual dates of performance to be set at the time of TO award.

(10) **SECURITY:** State whether the work will be UNCLASSIFIED, CONFIDENTIAL, SECRET or TOP SECRET. The contract security classification specification, XXX Form XXX, in the EAGLE contracts provides for a TOP SECRET level classification, which includes safeguarding at the prime contractor's facility.

Appendix H. Sample Format for a Performance Work Statement (PWS)

(1) **PROJECT TITLE:** Provide a short, descriptive title of the work to be performed.

(2) **BACKGROUND:** Describe the need for the goods or services, the current environment, and the office's mission as it relates to this requirement. Provide a brief description/summary of the goods or services sought.

(3) **SCOPE:** Indicate which EAGLE functional categories apply to the work to be performed. Include a high-level view of the procurement, its objectives, size, and projected outcomes. Do not include anything that will not contribute to the expected result. Do include impacts/implications.

(4) **APPLICABLE DOCUMENTS:** List relevant legal, regulatory, policy, and security documents. Include publication number, title, version, date, where the document can be obtained, etc. State which portions of the documents apply.

(5) **PERFORMANCE REQUIREMENTS:** Provide a narrative of the specific performance requirements or tasks that make up the PWS. Describe the work in terms of the required output (i.e., what is expected from the contractor), rather than how the work is to be accomplished or the number of hours to be provided. Number the tasks sequentially, e.g., Task 1 - title of task and description, Task 2 - title of task and description, etc. The requirement must be defined sufficiently for the contractor to submit a realistic proposal and for the Government to negotiate a meaningful price or estimated cost.

(6) **PERFORMANCE STANDARDS:** Performance standards establish the performance levels required by the Government. Examples of performance standards include: (1) quality standards (condition, error rates, accuracy, form/function, reliability, maintainability), (2) quantity standards (capacity, output, volume, amount), and (3) timeliness standards (response times, delivery, completion times, milestones) (see Appendix F for discussion on performance standards/metrics).

(7) **INCENTIVES:** Incentives should be used when they will encourage better quality performance. They may be either positive, negative or a combination of both. Incentives may be monetary or non-monetary. Incentives need not be present in every performance-based contract as an additional fee structure. In a fixed-price contract, the incentives would be embodied in the pricing, and the contractor could either maximize profit through effective performance, or have payments reduced because of failure to meet the performance standard. Positive incentives are used if the work exceeds the standards. Standards should be challenging, yet reasonably attainable. Negative incentives are actions used if the work does not meet the standards (see Appendix F for incentive examples).

(8) **DELIVERABLES AND DELIVERY SCHEDULE:** List all outputs/outcomes with specific due dates or timeframes. Include media type, quantity, and delivery point(s). State due dates in terms of calendar days after Task Order (TO) award.

(9) **GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:** Identify the Government-furnished equipment and information, if any, to be provided to the contractor, and identify any limitations on use. Be as specific as possible.

(10) **PLACE OF PERFORMANCE:** Specify whether the work will be performed at the contractor's site or at a Government site. Provide exact address if possible. Describe any local or long distance travel the contractor will be required to perform.

(11) **PERIOD OF PERFORMANCE:** State the period of performance in terms of total calendar days after TO award (e.g., 365 calendar days after TO award), or in terms of start and end date, e.g., October 1, 20XX through September 30, 20XX. The use of "calendar days" provides an accurate understanding of the actual length of the TO and allows the actual dates of performance to be set at the time of TO award.

(12) **SECURITY:** State whether the work will be UNCLASSIFIED, CONFIDENTIAL, SECRET or TOP SECRET. The contract security classification specifications in Section I of the EAGLE contracts provide for additional guidance.

(13) **QUALITY ASSURANCE SURVEILLANCE PLAN:** The Quality Assurance Surveillance Plan (QASP) is the portion of the PWS that explains to the contractor what the Government's expectations are, and how (and how often) deliverables or services will be monitored and evaluated. It also spells out any incentives that would encourage the contractor to exceed the performance standards. It also imposes negative incentives when the outputs/outcomes are below the performance standards. Attach the QASP to the PWS (see Appendix I for sample QASP).

Appendix I. Sample Quality Assurance Surveillance Plan (QASP)

A Quality Assurance Surveillance Plan (QASP) describes how an agency will survey, observe, test, sample, evaluate and document the contractor's performance in meeting the critical performance standards identified in the contract. The QASP and the performance requirements should be developed concurrently because of their influence on one another. In developing the QASP, the agency should consider the criticality of the process and its output; how and how frequently performance should be monitored; and the cost to the agency to monitor each standard/acquisition quality level (AQL). Types of monitoring include: random sampling, 100% inspection, periodic inspection, and customer feedback (see FAR 46.401).

(1) TASK ORDER TITLE: Mainframe Maintenance Service (Example)

(2) WORK REQUIREMENTS: List below the tasks specified in Paragraph 5 of the Performance Work Statement (PWS). Examples include:

- Task 1 - Predictive/Preventive Maintenance
- Task 2 - Equipment Repair
- Task 3 - Dispatch Center
- Task 4 - Work Documentation/Service Log Section
- Task 5 - Equipment Monitoring Section
- Task 6 - Configuration Management Section

(3) PRIMARY METHOD OF SURVEILLANCE: Choose a method that best fits your requirement, e.g., criticality of work to be performed, the relative importance of some tasks to others, lot size/frequency of service, surveillance period, stated performance standard, performance requirement, availability of agency people/resources, and cost-effectiveness of surveillance vs. task importance. Acceptable surveillance methods include:

- 100 percent inspection - recommended only where health and safety are at issue, otherwise it is not cost-effective and is too stringent.
- Random sampling - appropriate for recurring tasks or production requirements.
- Periodic inspection - uses a pre-determined plan based on analyses of agency resources and requirements.
- Customer input - suitable for service-oriented tasks; uses a standard form to document.
- Contractor self-reporting - appropriate for tasks such as system maintenance where the contractor can provide system records that document performance, i.e., for development projects, monthly reports can detail problems encountered. Example: Random sampling is scheduled for tasks 2, 3, 5 and 6. There will be 100% inspection for Items 1 and 4.

(4) SCOPE OF PERFORMANCE: (provide the scope of the requirement as described in paragraph three of the PWS). For example, the contractor shall provide remedial maintenance service on-site with problem resolution completed within the specified timeframe. Remedial maintenance is defined to include service (including parts replacement) as necessary to restore equipment, that is in an inoperable or degraded condition, to normal operating effectiveness. Equipment problems attributed to software malfunctions are excluded.

(insert other scope statements for remaining work requirements, as appropriate)

(5) PERFORMANCE STANDARDS: Insert the performance standards listed in paragraph six of the PWS. Examples include:

- Mainframe processing availability must be 95% during the hours 0800 – 1600.
- Response times for maintenance calls should occur within four hours of placing a call.

(6) ACCEPTABLE QUALITY LEVEL: The AQL must be realistic, stating the minimum standard, percentage of errors allowed, cost trade-offs, etc. Examples include: The AQL for this project is 100% due to the critical support provided by mainframe operations.

(7) EVALUATION METHOD: Example: The Contracting Officer's Technical Representative (COTR) will document the time of verbal notification to the contractor. The COTR will document the official time and date of notification on the maintenance call record. The COTR will review self-diagnostic systems logs, conduct a comparison with actual maintenance performance and otherwise verify and validate contractor performance. The contractor shall enter in the record the official time the system is restored to full operational status. The COTR will confirm the date and time of problem resolution in the record.

(8) INCENTIVES (positive and/or negative): Insert the performance incentives listed in paragraph seven of the PWS. For example:

The following negative incentives apply:

- If resolution is completed within four hours of notification, there will be no adjustment to the invoice amount.
- If resolution time exceeds four hours, the monthly invoice amount will be reduced by 10%. (insert any other appropriate incentive or disincentive)

Appendix J. Sample Service Level Agreement (SLA)

A Service Level Agreement (SLA) is a formal written agreement made between two parties: the service provider and the service recipient. It defines the expected level of services, the metrics associated with these services, acceptable and unacceptable service levels, and incentive awards for service levels exceeded and/or penalty provisions for services not provided. A sample SLA is provided below.

Desired Outcomes	Required Services	SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality)	Acceptable Quality Level (AQL)	Monitoring Method (Quality Assurance Surveillance Plan/ QASP)	Incentives/ Disincentives
X meets and complies with defined requirements, is effectively managed and is fully functional.	Execute/perform all required tasks according to Y.	All required milestones and deliverables will be achieved within agreed-upon schedule as specified in A, B, C and/or D.	No deviation without COTR approval.	Review of monthly status report, vendor SLA performance metrics and quarterly program reviews.	TBD by agency
Maintain operations	Perform corrective maintenance on system hardware	Mission-critical site hardware: 5 days x 8 hours (site time), <4 hours response; next business day restore	90% of the time	Observation, Analysis	TBD by agency

Appendix K. Sample Statement of Objectives (SOO)

The Statement of Objectives (SOO) provides the basic, top-level objectives of a Task Order (TO), and is provided in lieu of a Government-written Statement of Work (SOW) or Performance Work Statement (PWS). It provides potential offerors the flexibility to develop cost-effective solutions and the opportunity to propose innovative alternatives for meeting the objectives.

(1) PURPOSE:

(2) SCOPE OR MISSION:

(3) PERIOD AND PLACE OF PERFORMANCE:

(4) BACKGROUND:

(5) PERFORMANCE OBJECTIVES, GOALS AND OUTCOMES: Examples include:

Overall Objectives:

- Personnel - Provide a proper skill mix, experience, and required number of qualified personnel.
- Materials - Provide all necessary supplies, spares, tools, and test equipment, consumables, hardware, software, automatic data processing equipment, documentation, and other applicable properties.
- Facilities - Provide administrative and work spaces.
- Organizational processes - Provide internal controls, management oversight, and supply support.

Task Order Objectives:

Most objectives will already be identified within the contract document. Specific TO objectives may be included here. If this type of objective is not included, instructions may be necessary for EAGLE contractors to understand how these objectives should be addressed within their proposals. Objectives identified within the SOO are addressed by the EAGLE contractors within a SOW, which they write. Therefore, consider how objectives identified in this section could be addressed within a SOW.

Technical objectives:

- Through the introduction of new technology, enhanced capabilities, and process improvements, optimize the Department of Homeland Security (DHS) enterprise architecture to continuously improve and evolve hardware, software, and communications in order that it may easily adapt to new technical requirements.
- Throughout the life of this effort, achieve improved performance, reliability, security, and reduced cost of the delivered service. DHS Component anticipates a potential cost reduction in operations and maintenance costs for reinvestment in product improvements.
- Ensure that system installation will minimally impact other systems located in the designated facility.
- Develop and document procedures for managing system engineering, software and hardware development. Utilize commercial standards and procedures to the maximum extent in achievement of this objective. The system engineering process includes parts management, quality assurance, electro-static discharge control, reliability, maintainability, system safety, etc.

Program Objectives:

- Receive, under a performance-based arrangement, highly reliable and secure information technology services and support that meets or exceeds customer requirements and expectations.
- Establish program management that provides accurate and timely schedule and performance information throughout the life cycle of the program.
- Establish a sound risk management system through the integration of metrics to monitor program status. This will mitigate program risks and provide for special emphasis on software development efforts.
- Establish a comprehensive configuration management system.
- Obtain sufficient rights in technical data, both software and hardware, such that the Government can maintain and modify the training system using Government personnel and third party contractors.
- Use electronic technologies to reduce paper copies of program information generated throughout the life of this contract.
- Use electronic technologies to communicate and pass data between Government and contractor organizations.

Appendix L: EAGLE Proposal Evaluation Plan

Basis of Evaluation (check one):

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

Non-Cost Factors

Evaluation factors and significant subfactors shall be listed, and their relative order of importance cited in adjectival terms Numerical ratings shall not be used in the evaluation of FirstSource delivery order proposals.

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

1. Technical/Management Approach	
a.	
b.	
c.	
d.	

List the specific areas of your past performance requirements to be evaluated. These areas should relate to specific work statement requirements.

2. Past Performance	
a.	
b	
c.	
d.	

List any other evaluation criteria important to you, and their relative order of importance below.

3. Other Factors (if applicable).	
a.	
b.	
c.	
d.	

Order of Importance of Technical Factors

List the order of importance with regards to corporate experience, technical/management approach and any other non-cost criteria for which you may want to evaluate contractor proposals. Examples: a) Factor 1 is more important that Factor 2; Factor 2 is more important that Factor 3; b) Factor 1 and Factor 2 are equal; Factors 1 and 2 are more important than Factor 3.

Cost Factor

Note that balancing cost against the non-cost factors is how you make your best value trade-off decision, and as a result, a percentage is not applied to the cost factor. Indicate whether **all non-cost** evaluation factors, when combined:

☐ **Are significantly more important than:** ☐ **More important than:** ☐ **Comparatively equal to:**

...the cost factor

SAMPLE E-MAIL REQUEST FOR MULTIPHASE PROPOSAL (Phase 1)

To: Contracting Officer or Contract Specialist

Cc: DHSESO@dhs.gov

Bcc: All EAGLE Contractors *[insert Department of Homeland Security customer's e-mail address]*

Subject: Request for Technical and Cost Proposal
[insert whether is traditional approach or multiphase approach – Phase 1]
Insert Title of SOW

Contractor selection for Phase 1 of this DHS requirement, entitled *[Title of SOW]*, will be made using a multiphase process under the EAGLE contract. Phase 1 activities are described below and on the "Instructions to Contractors" attachment.

The functional category for this effort is *[insert functional category]*. Responses are due by *[insert time on insert date on which responses are due]*. There will be no exceptions to the time and date on which responses are due, unless determined otherwise by the Government.

Offerors are limited to no more than *[insert page limitation, typically no more than seven]* pages for your response, which encompasses your proposed technical and management approach, as well as past performance information. Within the seven pages, the offeror should also include a preliminary estimate or not-to-exceed estimate for cost. The amount of time allowed for the Phase 1 response is *[insert number of days for response, typically no more than five, but which may be adjusted based on the scope/complexity of the requirement and the needs of the customer]*. Also include whether an oral presentation will be required.

Your response, technical and pricing, should be forwarded electronically to the Task Order Contracting Officer no later than the date specified above. When responding, please include Title of SOW -- Phase 1 on the subject line. To verify receipt of your response, please contact me either by e-mail or telephone.

After evaluation of responses, there will be a down select conducted prior to continuing onto the second part of this competition, which will involve the issuance of a Request for Technical and Cost Proposal (multiphase – Phase 2).

We would like to thank you for your continued support of the EAGLE program, and for your consideration of submitting a response to this request.

Sincerely,

Insert name/phone number/e-mail address of Contracting Officer/contract specialist

Attachments (Instructions to offerors; SOW)

REQUEST FOR MULTIPHASE PROPOSAL PHASE 1 (SAMPLE)

Instructions to Contractors

This request for a Phase 1 proposal is the first in a two-part process to assess your capabilities in performing the work described in the Statement of Work (SOW). There will be a down-select prior to continuing on to the second part of this competition, which will involve the issuance of a full Request for Technical and Cost Proposal (Phase 2).

Please provide your response to this multiphase proposal request – Phase 1 by *[insert time on insert date on which responses are due.]* This information will be used to evaluate which contractors represent the best set of qualifications for further competitive consideration. The Government will not consider or evaluate marketing materials.

Functional Category: Fill in applicable Functional Category

Task Title: Insert Title of Statement of Work (SOW)

Composition of Responses (Example):

- **Technical Response**

  The contractor shall provide at least one project profile demonstrating successful management and performance of work similar in type and scope to that described in the Statement of Work. The contractor shall also provide one reference for each project profile. The contractor shall briefly describe its technical approach for completing this task.

- **Cost Proposal**

  The contractor shall provide a Preliminary Estimate or Not-To-Exceed figure for fulfilling the requirements of the SOW. The contractor must be prepared, in its full Phase 2 proposal, to propose within the total dollar amount cited in its Phase 1 cost submission.

Technical Evaluation Criteria:

Contractor responses shall be evaluated as to whether or not they have demonstrated the ability to meet the needs of the Government under the criteria set forth below. These criteria will be used to rate each contractor's proposal. After ranking the responses to the Phase 1 announcement, the Government will determine the group of contractors that will be invited to participate in Phase 2, and a Request for Technical and Cost Proposal (Multiphase – Phase 2) will be sent only to the successful Phase 1 contractors. List evaluation criteria in descending order of importance – examples follow:

- Criteria 1: Project Profile Information - The project profiles submitted demonstrate successful performance and management of tasks similar in type and scope.
- Criteria 2: Technical Approach - The contractor's technical approach demonstrates a clear understanding of the work to be performed. The proposal outlines an effective, efficient, achievable approach for accomplishing the work to be performed by this Task Order within the timeline specified by either performance periods or documented in a deliverable schedule.
- Criteria 3: Task Specific - The customer can have as many technical evaluation criteria as are needed to determine the best solution for the organization/project.

SAMPLE E-MAIL REQUEST FOR PROPOSAL (Traditional or Multiphase – Phase 2)

To: Contracting Officer or Contract Specialist

Cc: DHSESO@dhs.gov

Bcc: All EAGLE Contractors *[insert Department of Homeland Security customer's e-mail address]*

Subject: Request for Technical and Cost Proposal
[insert whether is traditional approach or multiphase approach – Phase 2]
Insert Title of SOW

Contractor selection for this acquisition, entitled *[Title of SOW]*, will be made using *[cite whether using a traditional approach or Phase 2 of the multiphase approach]* under the EAGLE contract. The functional category for this effort is *[insert name of functional category]*. You are requested to submit a technical and separate full cost proposal for the effort described on the attached Statement of Work/Statement of Objectives/Performance Work Statement. Responses are due by *[insert time on insert date on which responses are due]*. There will be no exceptions to the time and date on which responses are due, unless determined otherwise by the Government.

Offerors are limited to no more *[insert page limitation, typically no more than 15 pages]* for your response, subject to adjustment at the discretion of the Task Order Contracting Officer based on the size, scope and complexity of the Task Order. The request may also include an oral presentation if it is determined to be beneficial to the evaluation. A complete cost proposal must be submitted, with no page restrictions. Your response must be submitted within *[insert number of days, typically eight days, which may be adjusted based on the scope/complexity of the requirement and the needs of the customer]*. Also include whether an oral presentation will be required.

Your response, technical and pricing, should be forwarded electronically to the Task Order Contracting Officer no later than the date specified above. When responding, please include Title of SOW on the subject line. To verify receipt of your response, please contact me either by e-mail or telephone.

We would like to thank you for your continued support of the EAGLE Program, and for your consideration of submitting a response to this request.

Sincerely,

Insert name of Contracting Officer/contract specialist
Insert Contracting Officer/contract specialist's phone number
Insert Contracting Officer/contract specialist's e-mail address

Attachments (Instructions to Offerors; SOW/SOO/PWS)

REQUEST FOR TECHNICAL AND COST PROPOSAL (insert whether Traditional or Multiphase – Phase 2)

Instructions to Contractors

Please provide your response to this Request for Technical and Cost Proposal cite whether using a traditional approach or Phase 2 of the multiphase approach by insert time on insert date on which responses are due.

Functional Category: *Fill in applicable Functional Category*

Task Title: *Insert Title of Statement of Work (SOW)*

Composition of Responses:

- **Technical Response - limited to 15 pages**

  Sample wording. The Contractor shall provide at least two project profiles demonstrating successful management and performance of work similar in type and scope to that described in the SOW/SOO/PWS. The Contractor shall also provide one technical-competency reference for each project profile documented.

  And

  The Contractor shall also describe its technical approach for completing the work in the SOW/SOO/PWS. The technical proposal shall reference each "paragraph number" in the SOW and provide the Contractor response to each paragraph. If selected for Task Order award, this technical response will be used as the "basis" for award.

- **Cost Proposal – no page limitation**

  Sample wording. The Contractor shall submit a full cost proposal for a insert contract type award (i.e., unburdened direct labor rates, indirect rates, and other direct costs) that provides the EAGLE labor categories and corresponding labor hours to satisfy the requirements of the base period and any other performance periods included in the SOW/SOO/PWS. A total cost summary by major cost element along with detailed cost breakdowns to support each major cost element shall be included. In addition, a cost summary by major cost element for each contract period shall be provided. Cost supporting details shall include base labor rates, fringe benefits, overheads, subcontracts, other direct costs, indirect rates, and calculation methodology. The supporting details shall also provide your latest DCAA approved indirect rates.

  Also, if the proposal includes subcontractor(s), indicate whether they are proposed on a FFP, T&M, or CPFF basis. If subcontractors are proposed on a CPFF basis, additional information regarding the subcontractor rates may be required at a later date, if not provided with this estimate. The Contractor shall provide a technical response that provides the rationale to support the quantity of hours and the labor mix proposed.

Technical Evaluation Criteria:

- Contractor responses shall be evaluated as to whether or not they have demonstrated the ability to meet the needs of the Government under the criteria set forth below. Technical capability is more important than cost. The importance of cost will increase as the difference in technical responses decreases. The following criteria will be used to score each contractors proposal. List evaluation criteria in descending order of importance – examples follow:
- Criteria 1: Project Profile Information - The project profiles submitted demonstrate successful performance and management of tasks similar in type and scope.
- Criteria 2: Technical Approach - The contractor's technical approach demonstrates a clear understanding of the work to be performed. The proposal outlines an effective, efficient, achievable approach for accomplishing the work to be performed by this Task Order within the timeline specified by either performance periods or documented in a deliverable schedule.
- Criteria 3: Task Specific - The customer can have as many technical evaluation criteria as are needed to determine the best solution for the organization/project.

Appendix N. Proposal Submission Instructions/Evaluation Criteria

Proposal Submission Instructions

Technical and cost/price proposals shall be separate documents and consist of the following tabs: NOTE: While the technical proposal must not contain any reference to cost, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be provided so that the contractor's understanding of the requirements may be evaluated.

TAB 1—Technical Proposal. Technical proposal information will be streamlined and limited to *[insert page limitation]* pages. At a minimum, technical proposals shall address the following elements:

- Technical/management approach
- Key personnel assigned
- Teaming arrangements (including subcontractors)
- Risks and risk mitigation plan
- Period of performance
- Government-furnished equipment (GFE)/Government-furnished information (GFI)
- Security (including clearance level)
- Other pertinent data

NOTE: If instructions are for a performance-based Task Order, the technical proposal shall also include the offeror's proposed Statement of Work

(SOW), or Performance Work Statement (PWS) detailing the performance requirements resulting rom the Statement of Objectives .

TAB 2 – Cost/Price Proposal. This part of the proposal shall include details for all resources required to accomplish the requirements, e.g., labor hours, rates, travel, incidental equipment, etc. The price proposal shall identify labor categories in accordance with the labor rate tables contained in Section B of the basic contract. It must also identify any GFE and/or GFI required for task performance. If travel is specified in the SOW or PWS, airfare and/or local mileage, per diem rates by total days, and number of trips and number of contractor employees traveling, shall be included. The Task Order Contracting Officer should also advise the offeror if cost or pricing information is required.

Evaluation Criteria (See Appendix L)

This is a best value award, and the evaluation criteria for this award will be based on the following factors and weights assigned to each factor. *[EXAMPLE ONLY – INSERT FACTORS/LANGUAGE AS APPROPRIATE]*

Technical/Management Approach:

(1)
(2)
(3)

Past Performance:

(1)
(2)
(3)

Other Factors:

(1)
(2)
(3)

Order of Importance

For example: Factor 1 is more important than Factor 2; Factor 2 is more important than Factor 3; OR Factors 1 and 2 are equal and more important than Factor 3.

Cost/Price

In performing the best value trade-off analysis, all non-cost evaluation factors, when combined, are MORE IMPORTANT than cost/price (*sample lead-in sentence to specific instructions on a cost price evaluation*).

Appendix O. Sample Debriefing Letter to Unsuccessful Offeror

[Insert date]

[Insert offeror's name]
Title *[Insert offeror's title]*
[Insert name of offeror's company/organization]

Street
City, State ZIP

SUBJECT: EAGLE Task Order Request for Proposal # *[insert proposal number]*
Description

Dear *[insert offeror's name]*:

This letter constitutes a written debriefing of your firm's proposal as requested in your e-mail message dated *[insert date]*. This debriefing will provide information regarding the Government's evaluation of the significant weak or deficient factors in your firm's proposal. This letter contains only that information which the Contracting Officer is allowed by regulation to disclose.

Evaluation Results:

After careful consideration, we determined that your firm's proposal was not the most advantageous to the Government. The Task Order was awarded to:

[insert successful offeror's name and address]

Total technical score for the successful offeror's proposal: *[insert score]*

Total technical score for your firm's proposal: *[insert technical score]*

Your firm's proposal contained significant technical deficiencies, most notably:

(1) Did not adequately *[insert information]*

(2) Demonstrated a lack of *[insert information]*

(3) Was deficient in the representation of *[insert information]*

Additional Considerations:

(1) Past performance experience is not comparable to *[insert information]*.

(2) Your company did not submit *[insert information]* that was included in the schedule of supplies and services.

(3) Your company's offered pricing was substantially higher than the pricing offer by the successful offeror.

Our award decision was based on the technical and price factors identified in Section *[insert section]* of the Task Order Proposal Request.

I would like to thank you for your participation in the Task Order competition and I hope the information provided above will assist you in future competitions.

Sincerely,
[insert name]
Contracting Officer

Appendix P. EAGLE Glossary

This glossary is not intended to be a comprehensive list of acquisition terminology. These terms are commonly found within this ordering guide and are included for clarification.

Acceptable Quality Level (AQL) – Established as part of a Quality Assurance Surveillance Plan. They must be realistic, stating the minimum standard, percentage of errors allowed, cost trade-offs, etc.

Best Value – The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. It involves the analysis of technical and cost proposals to determine which proposal offers the best trade-off between price/cost and performance, where quality is considered an integral performance factor. See Federal Acquisition Regulation (FAR) Part 15.101.

Cost-Reimbursement Contract – A contract that provides for the payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling, that the contractor may not exceed (except at its own risk) without the approval of the Contracting Officer. Cost-reimbursement contracts are only suitable for use when uncertainties in contract performance prevent sufficient accuracy in cost estimates to allow for the use of a fixed-price contract.

Cost-Plus-Incentive-Fee Contract – A cost-reimbursement contract that provides for an initially-negotiated fee to be adjusted by a formula based on the relationship of total allowable costs to total target costs.

Cost-Plus-Award-Fee Contract – A cost-reimbursement contract that provides for a fee consisting of a base amount (which may be zero) fixed at the inception of the contract, plus an award amount (based upon a judgmental evaluation by the Government) that is sufficient to provide motivation for excellence in contract performance.

Cost-Plus-Fixed-Fee Contract – A cost-reimbursement contract that provides for payment to the contractor, of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract. This contract type permits contracting for efforts that might otherwise present too great a risk to contractors, but provides minimum incentive to contractors to control costs.

Debriefing – May be either oral or written and are held with unsuccessful offerors, when requested. At the debriefing, the information in evaluations, which is based solely on the factors in the solicitation, is used to explain how the unsuccessful offeror's proposal was rated under each specific evaluation criterion. The evaluation criteria discussed at the debriefings must include only those that can fairly and properly be used for determining source selection, and shall only include information that pertains to the offeror being briefed (i.e., information shall not be provided relative to other offerors' proposals or scoring thereof). See FAR 15.505 and 15.506. Note that the names of individuals providing reference information about an offeror's past performance must also not be revealed.

"Fair-Opportunity-to-be-Considered" Rule – All prime contractors (including their designated subcontractors, if applicable) are considered to possess the basic qualifications for success in those information technology functional categories of the contracts awarded to them. Therefore, the statutory and regulatory requirement for "fair opportunity to be considered" (based on the Federal Acquisition Streamlining Act (FASA) and Federal Acquisition Regulation (FAR) 16.5) will be deemed to have been met by the announcement (through the designated Internet web site or e-mail) of all Task Orders that do not fall under one of the exceptions at FAR 16.505(b) (2) (See Appendix C for the exceptions). Each Task Order will be evaluated, at a minimum, on selection criteria, which include past performance, technical/management approach, and price/cost.

Federal Acquisition Streamlining Act (FASA) – Public Law 103-355 was enacted in October 1994, and was designed to simplify and streamline the federal procurement process. FASA raised the small purchase threshold from $25,000 to $100,000 and designated this as the simplified acquisition threshold.

Firm Fixed-Price Contract – A contract suitable for acquiring commercial items or for acquiring supplies or services on the basis of reasonable definite functional or detailed specifications, when the Contracting Officer can establish fair and reasonable prices at the outset.

Homeland Security Acquisition Manual (HSAM) – A manual that contains Department of Homeland Security (DHS)-wide acquisition policy and procedures. It implements and supplements the Federal Acquisition Regulation (FAR) and the Homeland Security Acquisition Regulation (HSAR). It is non-regulatory in nature and provides uniform procedures for the internal operation of acquiring supplies and services within DHS. The HSAM format conforms to the arrangement and numbering system of the FAR and HSAR and is divided by chapters and sub-chapters. The HSAM is not a stand alone document and must be read in conformance with the FAR and HSAR. The electronic version of HSAM is provided at www.dhs.gov and DHS online.

HUBZone (Historically Underutilized Business Zone) Small Business Concern – A small business concern that appears on the "List of Qualified HUBZone Small Business Concerns" maintained by the Small Business Administration.

Independent Government Cost Estimate (IGCE) – Assists the Task Order Contracting Officer in determining the reasonableness of a contractor's cost and technical proposals. The IGCE is prepared by the requisitioner and submitted as part of the procurement request. It is for GOVERNMENT USE ONLY and should not be made available to the EAGLE contractors. Requisitioners may obtain information for developing an IGCE from Section B of the EAGLE contracts.

Indefinite Delivery Indefinite Quantity (IDIQ) Contract – A contract for supplies/services that does not require or specify a firm quantity of supplies/services (other than a minimum or maximum quantity) and/or is used when the exact times of future deliveries are not known at the time of contract award. IDIQ contracts are also known as delivery order or Task Order contracts that provide for the issuance of orders for the performance of tasks during the period of the contract.

Information Technology Acquisition Center (ITAC) – Located within the Office of Procurement Operations of the Department of Homeland Security (DHS) Chief Procurement Office. ITAC's purpose is to enable, execute and manage the timely, flexible and cost-effective acquisition of information technology (IT) products and services in order to achieve DHS mission and goals. The ITAC is responsible for establishing department-wide contracts for IT services under the EAGLE program and for IT commodities under the FirstSource program.

Incentives – Used to encourage better contractor quality performance. They may be either positive, negative, or a combination of both. Incentives may also be monetary or non-monetary. Incentives do not need to be present in every performance-based contract as an additional fee structure. In a fixed price contract, the incentives would be embodied in the pricing and the contractor could either maximize profit through effective performance, or have payments reduced because of failure to meet the performance standard.

Original Equipment Manufacturer (OEM) – A producer/manufacturer that provides a product to its customers, who then proceed to modify or bundle the product before distributing it to their customers.

Performance Based Service Acquisition (PBSA) – The preferred method of contracting for services and supplies. PBSA is contracting for results, not just best efforts, and involves structuring all aspects of an acquisition around the purpose of the work to be performed. Essential elements of PBSA's include: (1) performance requirements, expressed in either a Performance Work Statement or Statement of Objectives; (2) performance standards or measurements, which are criteria for determining whether the performance requirements are met; (3) appropriate performance incentives, either positive or negative; and (4) a surveillance plan that documents the Government's approach to monitoring the contractor's performance.

Performance Standards – Standards that establish the performance levels required by the Government. Examples of performance standards include: quality standards (condition, error rates, accuracy, form/function, reliability, maintainability), quantity standards (capacity, output, volume, amount), and timeliness standards (response times, delivery, completion times, milestones).

Performance Work Statement (PWS) – A type of work statement that provides performance standards to establish the performance levels required by the Government (e.g., quality standards, quantity standards, and timeliness standards), and incentives to encourage better quality performance (which may be either positive or negative, monetary or non-monetary). A PWS normally includes a Quality Assurance Surveillance Plan, defined below.

Quality Assurance Surveillance Plan (QASP) – Part of the Performance Work Statement. Its purpose is to set forth the Government's expectations, as well as how (and how often) deliverables or services will be monitored and evaluated. A QASP may also contain incentives that encourage the contractor to exceed the performance standards, and that reduce payment or impose other negative incentives when the outputs/outcomes are below the performance standards.

Small Business Administration Procurement Center Representative (SBA PCR) – Procurement professionals, located in SBA area offices, responsible for the review and evaluation of small business programs in federal agencies and for assisting small businesses in obtaining federal contracts and subcontracts. An SBA PCR reviews proposed procurement opportunities and subcontracting plans to ensure compliance with applicable laws and regulations.

Service Level Agreement (SLA) – A formal written agreement established between two parties: the contractor and the Government customer. It defines the expected level of services, the metrics associated with these services, acceptable and unacceptable service levels, and incentive awards for service levels exceeded and/or penalty provisions for services not provided.

Statement of Objectives (SOO) – A type of work statement that provides the basic, top-level objectives of a Task Order, and is provided in lieu of a Government-written Statement of Work or Performance Work Statement. It provides potential offerors the flexibility to develop cost-effective solutions and the opportunity to propose innovative alternatives for meeting the objectives.

Statement of Work (SOW) – A type of work statement that describes the need for the goods or services, the scope of work to be performed, applicable documents, specific tasks, deliverables and delivery schedule, Government-furnished property and information, place and period of performance, and security requirements.

Task Order (TO) – An order for services placed against an established contract or with Government sources. In the case of the EAGLE acquisition, TOs are orders for services placed against contracts awarded under the EAGLE solicitation.

Task Order Requirements Package (TORP) – The complete documentation prepared and submitted by the customer (both Department of Homeland Security headquarters and components) to initiate a Task Order request.

Time-and-Materials Contract – A contract that provides for acquiring supplies or services on the basis of direct labor hours, at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and materials at cost, including, if appropriate, material handling costs as part of material costs. A time-and-materials contract may be used only when it is not possible at the time the Task Order is executed to estimate accurately the extent or duration of the work, or to anticipate costs with any reasonable degree of confidence. See FAR 16.601.

www.dhs.gov/openforbusiness – The Department of Homeland Security web site that provides information regarding the EAGLE and FirstSource contracts, including links to the prime con-tractor's home pages or portal (at the web site, click on Information Technology Acquisition Center, then on EAGLE).