



**Homeland
Security**

Office of the Chief Procurement Officer
Office of Procurement Operations
U.S. Department of Homeland Security
Washington, DC 20528

Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) Ordering Guide

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Prepared by the Office Procurement Operations
Enterprise Solutions Office (ESO)

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) 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 task order awards. The contracts are structured as IDIQ contracts, using task orders for the acquisition of specified services. DHS Components that use another federal agency to provide contracting support services may delegate procurement authority to allow the use of the EAGLE contracts on the Component's behalf.

Questions regarding these guidelines and procedures, or of a technical nature, should be directed to the Enterprise Solutions Office (ESO) and the Information Technology Acquisition Center (ITAC), under the Office of Procurement Operations. The ESO and ITAC 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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EAGLE Program Questions Contact: DHSESO@dhs.gov

EAGLE Contract Questions Contact: DHSEAGLEADMIN@dhs.gov

EAGLE Website:

We encourage you to visit the EAGLE Website for further information regarding EAGLE Contract Opportunities at: http://www.dhs.gov/xopnbiz/opportunities/gc_1172432903777.shtm

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 contains 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 Task Order 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 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 program, 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.

The EAGLE contract is a "mandatory for consideration" contract vehicle for information technology (IT) services for use by all components within DHS. 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 CONTRACT LEVEL CO of the ITAC.

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, the ESO focuses on the following:

- Establishing simplified ordering procedures and award documentation.
 - Managing a reasonable number of EAGLE 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, ITAC, and EAGLE 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.

1.3 Scope

The ITAC/ESO has two IT contract vehicles in place to support DHS: EAGLE and FirstSource. Together, these two contract vehicles provide a comprehensive range of IT services and commodities, including hardware, software, peripherals, networking, and infrastructure support services to meet the diverse needs of DHS Components.

EAGLE provides a wide range of IT services in support of the IT solutions requirements of the Chief Information Officer (CIO) within the DHS. The EAGLE contracts were awarded to fifty-three Prime Contractors (see Appendix A). 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. The EAGLE contracts have a base five-year period and two (2) one-year option periods. The specific Periods of Performance are as follows:

Large Businesses - The base Period of Performance for the large business contracts is from June 28, 2006 through June 27, 2011. Option Period 1 is June 28, 2011 through June 27, 2012 and Option Period 2 is June 28, 2012 through June 27, 2013; and

Small Businesses - The base Period of Performance is from September 26, 2006 through September 25, 2011. Option Period 1 is September 26, 2011 through September 25, 2012 and Option Period 2 is September 26, 2012 through September 25, 2013.

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 cases where an EAGLE contractor must purchase IT hardware and/or software to fully implement its solution, the DHS IT commodity initiative, referred to as FirstSource, has contracts with multiple highly qualified companies that should be considered as potential sources to fulfill those hardware and software requirements. EAGLE contractors should use their normal internal procurement procedures, whether soliciting and purchasing from a FirstSource contractor or from another contractor.

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 IDIQ 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;
- Under the Acquisition Improvement and Accountability Act of 2007, orders valued in excess of \$10 million may be protested for any reason. (Effective May 2008 and the protest can only be submitted to the Government Accountability Office (GAO)); and
- Mandates that multiple awardees have a fair opportunity to be considered for orders in excess of \$3,000.

Pursuant to Federal Acquisition Regulation (FAR) requirements, EAGLE requires that each prime contractor have a "fair opportunity to be considered" for each task. Unless one of the exceptions cited at FAR 16.505 (b) (2) applies, the CO for the individual task 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 Authorized Users

DHS EAGLE contracts are intended for use by DHS. The contracts are not Government-Wide Acquisition Contracts and cannot be used by other Federal agencies. DHS Components' Head - of Contracting Activity (HCAs) that use another federal agency to provide contracting support services may delegate procurement authority to allow the use of the EAGLE contracts on the Component's behalf. It is the Component's responsibility to ensure that the delegation precludes non-DHS orders placed on the contracts and that awarded orders are included in the monthly contractor activity reports.

1.5 Prime Contractors

Two separate and distinct competitive tracks were awarded under EAGLE: a large business pool and a small business pool. 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 the prime contractor's EAGLE home pages or portal at http://www.dhs.gov/xopnbiz/opportunities/gc_1162931616739.shtm.

1.5.1 Small Business Re-Representation

On November 15, 2006 the Small Business Administration (SBA) published a final rule regarding periodic representation of compliance with small business standards on long term contracts. This rule was incorporated into the FAR by Federal Acquisition Circular (FAC) 2005-18 in FAR 19.301-1, 19-301-2, and as a result FAR Clause 52.219-28 was added to the EAGLE contract to implement this new requirement. The regulations apply retroactively to any acquisition or merger completed prior to the effective date of June 30, 2007.

After careful consideration of the EAGLE small business program and to continue meeting the needs of the DHS mission several of the small business contracts were modified to change the business size status from small to other than small. **This means that these contractors are no longer eligible to compete under EAGLE “Small Business Set-aside” requirements. However, they are allowed to compete on “Unrestricted” requirements until the end of the five year base period (September 20, 2011).**

The EAGLE Contractor List located at Appendix A of this guide has been updated to show the current size status as of September 1, 2008. However, as additional mergers and acquisitions occur this information will change. When this happens the EAGLE website will be updated to reflect this change. Therefore, you are strongly encouraged to visit the EAGLE website at the DHS online Portal: <https://dhsonline.dhs.gov/portal/jhtml/dc/sf.jhtml?doid=114494> to identify the current list of contractors eligible to participate in small business set-asides.

2. Roles and Responsibilities

The following describes the roles and responsibilities of the primary ITAC and ESO Point Of Contacts (POCs) for matters regarding EAGLE technical matters, 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 IDIQ contracts for IT services under the program name EAGLE. The procurement was conducted by ITAC in cooperation with the DHS CIO and the component IT and procurement communities.

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

- To ensure that customers are aware of their responsibilities and of the scope of the EAGLE contract,
- To address and satisfying the needs of all participants in the process,
- To maintain a level of program integrity that prevents contractual or programmatic problems,
- To solicit feedback and providing continuous process improvement, and
- To promote guidance and assistance to customers who use the EAGLE and FirstSource Contract vehicles.

The ESO is available to work directly with customers and EAGLE prime contractors, throughout the acquisition process, to provide assistance, support, and overall EAGLE program assistance. 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, Investment Review Process. The ESO is also responsible for receiving and reviewing all “fair opportunity” exceptions, Task Order Request Package(s) (TORPs), and award documents.

2.2 Requiring Activity

The requiring activity (Component) is responsible for preparing the TORP to include a purchase request/requisition. Appendix B provides the detailed TORP Procedures for acquiring IT Service via the EAGLE contract. The TORP shall contain at a minimum, the following:

- Complete statement of work (SOW), statement of objectives (SOO), or performance work statement (PWS);
- Independent government cost estimate (IGCE);
- Proposal instructions (including proposal due date);
- EAGLE Streamlined Acquisition Plan;
- Contractor evaluation criteria and evaluation plan;
- Name, title, address, phone number, e-mail, and fax of requisitioner/requiring activity POC.

Also include the following, as applicable:

- Fair opportunity exception, (see Appendix C);
- Other pertinent statute/regulation requirements, including applicable Section 508 requirements or exceptions

- Necessary Approvals (IRB, EAB, HQ OCIO \$2.5M, if applicable), etc.; and
- Specific security requirements and documentation (i.e., DD 254).

It is the responsibility of the requiring activity to obtain the necessary approvals (i.e., IRB, EA, DHS OCIO \$2.5M, funds certification, OCPO, etc.) prior to submitting the TORP to the TO CO.

* See Appendix E – Checklist for EAGLE TORP.

2.3 Contracting Officer – EAGLE Contract Level

The Contract Level CO, within the ITAC, has the overall responsibility for the administration of the EAGLE contracts. The Contract Level CO is the only authorized individual 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. Within that CO authority is the ability to delegate to Administrative Contracting Officer's (ACOs) for the administration, management and oversight of the contracts. The ACO points of contact work closely together to provide backup support for both large and small businesses.

The Contract Level CO is responsible for the overall administration and final closeout of the contracts, 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. DHS Components' HCAs that use another federal agency to provide contracting support services may delegate procurement authority to allow the use of the EAGLE contracts on the Component's behalf. The other federal agency must follow the ordering procedures set forth in this Guide. 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 IDIQ 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 (large and small businesses) in the appropriate Functional Category (FC). The determination will be made by the TO CO, through the utilization of the DHS Small Business Review Form 700-22 and the consultation with the component small business specialist, the DHS assigned U.S. Small Business Administration Procurement Center Representative, and the program office technical staff. The determination shall be documented with the utilization of the DHS Small Business Review Form 700-22. Complete Item (18) to indicate the pre-existing contract vehicle (EAGLE) planned for the requirement. Use the block labeled “Other”, and specify: EAGLE, small business set-aside or unrestricted, and the Functional Category that best represents the requirement;
- Issuing task order proposal solicitations and receiving task order technical and cost/price proposals;
- Overseeing procurement process through TO award;
- 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 Contract Level CO at DHSEAGLE@DHS.GOV (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);
- Completing contractor performance evaluations, with input from the contracting officer’s technical representatives (COTRs)/requiring activity (Contractor Performance System (CPS) <http://www.od.nih.gov>);
- Request and verify Contractor Past Performance information during the Solicitation and Evaluation Process;
- Adhering to the Terms and Conditions of the EAGLE contracts, FAR, and other applicable laws, regulations and guidelines;
- Assist the PM/COTR in selecting the appropriate FC. The appropriate FC is the FC where the predominant amount of work is defined per the SOW/SOO/PWS. Only one FC should be identified for the defined requirement. An exception can be made if the work is evenly split (50/50) between two FCs;
- Designating the TO COTR after confirming training and certification. Providing a copy of the COTR designation letter to the COTR, and contractor; and,
- As a part of your routine distribution processes send copies of the TORP, exception for fair opportunity explanation, and TO award documentation to the DHS ESO. (Send to DHSESO@dhs.gov).

2.5 Contracting Officer’s Technical Representative – Task Order Level

TO COs should 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 TO COTR responsibilities may include:

- Represent the TO CO in the administration of technical details within the scope of the TO;

- 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; and
- Providing input to the TO CO regarding prime contractor performance evaluations (Contractor Performance System (CPS) <http://www.od.nih.gov>) 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 Ombudsman

In accordance with FAR Part 16.505(b) (5) a contractor protest under subpart 33.1 is not authorized in connection with the issuance or proposed issuance of an order under a task order contract, except for a protest on the grounds that the order increases the scope, period or maximum value of the contract. Contractors shall contact the Task Order Level Ombudsman of the appropriate Component to express concern with the issuance or proposed issuance of a task order on the grounds stated previously.

Under the Acquisition Improvement and Accountability Act of 2007, orders valued in excess of \$10 million may be protested for any reason. (Effective May 2008 and the protest can only be submitted to the Government Accountability Office (GAO)).

The Task Order Level Ombudsmans' responsibilities are to:

- Address contractor concerns regarding compliance with task order award procedures;
- Review contractor complaints on task 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 Contract Level Ombudsman for this contract is the DHS Headquarters Competition Advocate, within the Office of the Chief Procurement Officer (OCPO). The Contract Level Ombudsman is responsible for the final recommendations/decisions for all orders under this contract, when resolution cannot be determined at the component level.

Contractors should contact the DHS ESO to appeal TOs issued by non-DHS procurement offices. The ESO will coordinate the appeals with the Contract Level Ombudsman for resolution.

2.7 Contractor's Program Manager – Contract Level

The contractors' program manager shall act as the central POC to the Government for all program-wide technical matters. 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 their EAGLE contract.

3. EAGLE Ordering Procedures

3.1 EAGLE Ordering Procedures

This section describes 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.

As previously stated, the EAGLE contract is “mandatory for consideration” for DHS IT requirements. The requiring activity prepares the explanation if a decision is made not to use EAGLE for DHS IT requirements and the TO CO forwards the explanation to the ESO at DHSESO@DHS.GOV.

The requiring activity forwards the TORP to the TO CO who prepares a task order proposal request (solicitation) to be issued to the EAGLE contractors, of the appropriate FC, in accordance with the following EAGLE Task Order Process (Depicted in Figure 1):

NOTE: Any IT acquisition of \$2.5M and above must be approved by the DHS OCIO prior to forwarding the TORP to the TO CO.

(1) The TO CO in conjunction with the requiring activity, determines the application of a Fair Opportunity Exception as follows:

- (a) If an Exception applies, the TO CO will issue the proposal request under a sole source basis. The requiring activity and TO CO will prepare the explanation for the Exception and provide it to the ESO; or
- (b) If an Exception does not apply, and based on the TO CO decision to issue a small business set-aside, the TO CO will issue the solicitation to the small business contractors within the appropriate Functional Category; or
- (c) If not a small business set-aside, the TO CO will issue the solicitation under an unrestricted basis to all contractors (small business and large business contractor pools) within the appropriate FC.

(2) The TO CO will then determine the task order processing approach, either Traditional or Multiphase. Under the Traditional Process Approach the TO CO will issue the task order proposal request for a full technical and cost task order proposal to the appropriate EAGLE contractors based on the determined competition approach of small business set aside or unrestricted, as described above.

- (a) Under the Multiphase Process Approach the TO CO will issue a proposal request for a (Phase 1) brief technical proposal and cost estimate to the appropriate EAGLE contractors based on the determined competition approach of small business set aside or unrestricted, as described above, and then conduct a down-select, inviting those offerors remaining in the competition to submit a (Phase 2) full technical and cost task order proposal.

(b) Under the Traditional Process Approach, the TO CO issues the solicitation to the contractors within the appropriate FC;

(c) Proposals are received by the TO CO and evaluated in accordance with the TORP Evaluation Plan;

(3) The TO CO issues the Task Order Award to the selected contractor; and

(4) The TO CO issues non-select notifications to the other offerors. If requested by the offeror, the TO CO should discuss the reasons for the non-selection.

NOTE: All correspondence (solicitations, answers to proposal questions, award documents, etc.) are sent to the EAGLE contractors are via FedConnect or email. Include the DSHESO@DHS.GOV in the list of recipients to receive solicitation and award documents.

EAGLE Task Order Process in Accordance with FAR Part 16.505

INITIAL PHASE: A need for IT Services is determined and appropriate acquisition planning is conducted.

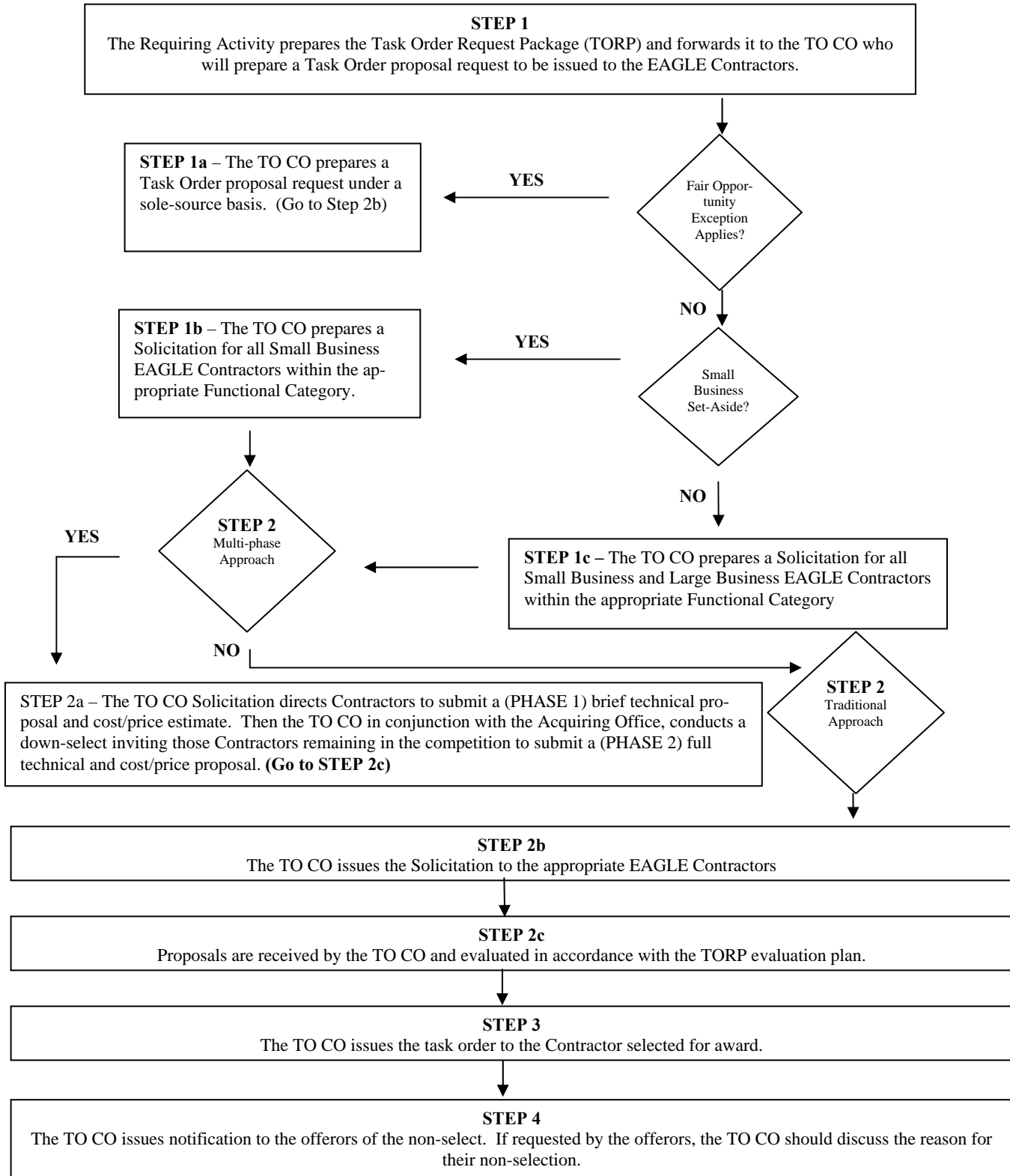


Figure 1: EAGLE Task Order Process

3.1.1 Traditional Ordering Process

When utilizing the traditional process, and after determination of Fair Opportunity Exception, set-aside or unrestricted competition, the prime contractors within the designated FC will be provided the opportunity to submit full technical and cost/price proposals. If the TO request is complex and requires extensive technical and cost/price 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 provide guidance for the traditional ordering process:

1. A SOO/SOW/PWS is sent with a Request for Traditional Technical and Cost/Price Task Order Proposal to the 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 if it is determined to be beneficial to the evaluation. A complete cost/price proposal must be submitted, with no page restrictions. The amount of time allowed for the traditional response is typically ten days, which may be adjusted by the TO CO based on the scope/complexity of the requirement and the needs of the customer.
2. Technical and cost/price evaluations are conducted by the Government evaluation teams designated according to the written evaluation plan.
3. Negotiations take place (if needed).
4. TO awarded to the successful offeror.

3.1.2 Multi-phased Ordering Process

While it is anticipated that the traditional ordering process will be used for the majority of requirements under EAGLE, a multi-phased approach is available for use when appropriate. This approach may also 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 task order proposal and cost estimate, followed by a down-select and request for full technical and cost task order proposals from the remaining competitors. The multi-phased 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 proposal costs. The following key steps provide guidance for the multiphase process:

1. A SOO/SOW/PWS is sent with a request for a multi-phased task order proposal to the prime contractors within the designated FC. The request could be for a written task order proposal, oral presentation, or both. If the Phase 1 request includes a written task order 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 or the past performance/qualifications 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 if it is determined to be beneficial to the evaluation.

2. Evaluation of the Phase 1 proposals and estimates are conducted by the Government evaluation team designated in the written evaluation plan.
3. Based on the evaluation results the TO CO performs a down-select that identifies the contractors that are most qualified to compete for the TO.
4. Only the most qualified offeror(s) that are identified in the down-select process will be invited to submit a Phase 2 Traditional Technical and Cost/Price Proposal.
5. Issue the solicitation for Phase 2 proposals.
6. Evaluation of the Phase 2 proposals and estimates are conducted by the Government evaluation team designated in the written evaluation plan.
7. Negotiations take place (if needed).
8. A TO is awarded to the successful offeror.

3.2 Task Order Solicitation Requirements

During the fair opportunity process, the Government may conduct either: an unrestricted opportunity for competition between prime contractors from both the large business pool and the small business pool for the associated FC, or as small business set-aside TOs in which competition will be limited to only those prime contractors in the small business pool for the associated FC. Although users should plan for the receipt of proposals from all eligible contractors, within the appropriate FC, utilizing either competition approach, experience has shown this to be rare.

In the case of small business 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. For instance, IT-related services in FC2, the tier one small businesses will be solicited. Telecommunications related services in FC2, both small business tiers, one and two, will be solicited. Table 1 provides examples of competitive pools for TO placement. Table 2 depicts the size standards associated with each FC that each small business awardee met at contract award.

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).

The 50% rule applies at the contract-level and not at the task order level. In accordance with contract provision G.4.3, each EAGLE small business prime contractor is required to report annually that it has performed at least 50% of the total cost of labor on all work performed under set-aside task orders during the 12 month period. Although the 50% rule is not applied to a given task order, a Task Order Contracting Officer can challenge and negotiate if proposed subcontract amounts are considered excessive.

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 and 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	1500 employees
3	Independent Test, Validation, Verification, and Evaluation	\$21M	
4	Software Development	\$21M	
5	Management Support Services	\$6M	

3.3 Debriefings

If not selected for a TO award, contractors may contact the TO CO to discuss the reasons. 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.

3.4 ESO Assistance

Upon request of the Requiring Activity or the TO CO, ESO will assist with the creation of the TORP or review a TORP if developed by the requiring activity. The ESO Acquisition Project Managers (APMs) provide assistance in the following areas, which are not necessarily all inclusive:

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

The contact information for the ESO APMs can be found at the DHS online Portal: <https://dhsonline.dhs.gov/portal/jhtml/community.jhtml>). Then to: My Services (far right column); Next: scroll to bottom of column and click on Enterprise-Wide Contracts; Under the Procurement Links section, click on EAGLE/FirstSource.

3.5 DHS OCIO Approval

Public Law (PL) 109-295 requires that any Information Technology (IT) acquisition of \$2.5 M and above be approved by the DHS CIO within the Office of the CIO (OCIO). The acquisition actions that require review include, but are not limited to contracts, task orders, delivery orders, Interagency Agreements (IAA), reimbursable agreements, modifications, exercise of options, Military Interdepartmental Procurement Requests (MIPR), commodity purchases and any other contractual activity that includes an obligation of \$2.5 M and above. This includes any IT element(s) of \$2.5 M or above that may be contained within a “non-IT” acquisition.

To facilitate the reviews, the OCIO implemented a review process, which must be followed for IT acquisitions, the OCIO established an email address for handling communications on the review process to include acquisition request submittals. The email address is DHSCIOITBUY@dhs.gov. Refer to Management Directive 0007.1, Information Technology and Management for additional information.

3.6 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.)

3.7 Fair Opportunity Exceptions

In accordance with FASA and FAR Part 16.505(b) (2), the TO CO will provide all contractors, within the appropriate FC, a fair opportunity to be considered for each order in excess of \$3000, 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). If the order is a follow-on to a TO that was not issued under EAGLE, for which the EAGLE awardees were not given the opportunity to compete, this exception CANNOT be used; and/or
- It is necessary to place an order to satisfy a minimum guarantee.

3.7.1 Fair Opportunity Exceptions Procedures

The elimination of any EAGLE contractor from task order competition requires a written explanation and is developed as a part of the TORP. Such explanation might include conflict of interest or any of the conditions listed in 3.5. The explanation must be written in accordance with the fair opportunity explanation format example included at page C-2 of 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 rationale.

The TO CO should provide a copy of the exception to the fair opportunity explanation to the ESO (send to DHSESO@DHS.GOV). If the ESO has any questions, they will be addressed to the TO CO directly.

3.8 Task Order Unique Labor Categories

Task order unique labor categories are those categories not currently listed in the EAGLE contracts but may be required to perform certain task orders within the scope of EAGLE. These additional labor categories and rates shall be approved by the EAGLE Contract Level CO prior to award of the task order or task order modification. A recommendation by the TO CO shall be made to the EAGLE CO after proposal evaluations have been concluded.

The TO CO will forward to the EAGLE CO at DHSEAGLE.DHS.GOV, the following:

- (1) a justification for the unique labor category;
- (2) a complete labor category description; and
- (3) a rate price reasonableness analysis.

The additional labor category and rate, if approved by the Contract Level CO, shall apply to that specific task order only.

3.9 Contractor Access to FirstSource

In cases where an EAGLE contractor must purchase IT hardware and/or software to fully implement its solution, the DHS IT commodity initiative, referred to as FirstSource, has contracts with multiple highly qualified companies that should be considered as potential sources to fulfill those hardware and software requirements. EAGLE contractors should use their normal internal procurement procedures, whether soliciting and purchasing from a FirstSource contractor or from another contractor.

3.10 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 applicable task orders under EAGLE. “Applicable” applies to tasks in development and to those that by their nature are complex or strategic or impose sufficient risk to the effort and therefore require the insight afforded by EVM.

The Contractor shall use an Earned Value Management System (EVMS) that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-A, *Earned Value Management Systems*, originally approved May 19, 1998, first amended in 2002 (“the ANSI/EIA Standard”), and most recently on 9 July 2007 and published as Government Electronic and Information Technology Association’s EIA-748-B. The Contractor shall also provide proof of the Eames’s compliance with the EIA-748 Standard, as described below.

1. Task orders greater than or equal to \$20M that have assets in development or of sufficient risk will require the use of an EIA-748-compliant EVMS to measure the cost, schedule, and performance of those assets against the established baseline
2. Application of EVMS and associated EIA-748 compliant systems for task orders with contract value of less than \$20M will be as directed by the Task Order Contracting Officer. The decision will be based on the risk and criticality of the task order to accomplish the goals for the overall investment program and the results of a cost benefit analysis (CBA).

3.10.1 Verification of the Earned Value Management System

- If the task order is subject to EVMS and is \geq \$50M, the Contractor must have a Government-verified EVMS. If the Contractor does not have a verifiable EVMS by task-order award, the Contractor shall develop an acceptable implementation plan providing the strategy for reaching verification of an EVMS and the milestones to accomplish it. The Task Order Contractor Officer’s Technical Representative (COTR) must accept this plan prior to task-order award.
- If the task order is subject to EVMS and is greater than or equal to \$20M but less than \$50M, the Contractor must self-verify that the EVMS meets the EIA-748 standard. Contractors must use Attachment A, EVMS Self-Verification Form, to self-verify the compliance of its system in accordance with this paragraph.

The Government reserves the right to obtain independent verification of a Contractor’s Earned Value Management System (EVMS), regardless of the type of verification previously completed.

Table 3 summarizes these requirements:

Task Order Level	EIA-748 Compliance
>\$50M	Full EIA-748 compliance Government-verified EVMS
>\$20M <\$50M	Full EIA-748 compliance Self-verified EVMS
<\$20M	Full EIA-748 compliance with self-verification, at the discretion of the Contracting Officer and the Program Manager, based on value, risk, and the nature of the work to be performed.

Table 3. EVMS Requirement Thresholds

3.10.2 Integrated Baseline Reviews (IBRs)

The Contractor shall plan for and participate in integrated baseline reviews. Such reviews shall be scheduled as early as practicable. Typically the IBR will be conducted 90 calendar days after task order award but not later than 180 days after TO award as applicable. IBRs are expected to be held at key points during project development, such as at the completion of requirements development, at the end of the design phase, following development and testing prior to implementation and after incorporation of major task order modifications and the exercise of significant task order options. The objective of the integrated baseline review is for the Government and the Contractor jointly to assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resources, and identification of inherent risks.

3.10.3 Reporting Requirements and Data Transmission

For all task orders requiring EVM, the Government requires the information in four monthly Earned Value Reports: the Contract Performance Report (CPR) Formats 1, 3, and 5, as listed below, and the Contract Funds Status Report (CFSR) (attachments to be provided at the task order level). The Contractor shall use the information in these reports to analyze the effectiveness of the EVMS and both the contract performance and the program progress. The Contractor shall take appropriate action based on those findings.

If the contractor EVMS data collection tool can output the raw data in ANSI Accredited Standards Committee (ASC) X.12 format, then the contractor may submit the EVM raw data to the Contracting Officer and Program Manager in that format. However, the government reserves the right to require contractors, with or without an automated EVMS, to transmit all required data in the appropriate formats by email using Microsoft-compatible software.

- **CPR Format 1** – WBS-oriented cost report. Costs are organized by WBS element at a level pre-determined by the Government.
- **CPR Format 3** – Baseline Report. This format provides information on the task order baseline; it tracks changes to it throughout the program's duration.
- **CPR Format 5** – Problem Analysis Report/Variance Narrative. This format provides explanations for cost and schedule variances that have exceeded threshold. It provides an explanation as to why the variance occurred and descriptions on how the program plans to resolve the cause of the variance.
- **CFSR** – Task Order Funds Status Report. The CFSR supplies funding data about task orders to Program Managers for:
 - Updating and forecasting contract funds requirements;
 - Planning and decision-making on funding changes in task orders;
 - Developing funds requirements and budget estimates in support of approved investments;
 - Determining funds in excess of contract needs and available for de-obligation;
 - Obtaining rough estimates of termination costs; and determining if sufficient funds are available by fiscal year to execute the task order.

3.11 Where to Locate More EAGLE/FirstSource Contract Information

Non-DHS personnel may find additional information on the EAGLE and FirstSource Contracts on the DHS Internet website: [www.dhs.gov\xopnbiz/opportunities/editorial_0700.shtm](http://www.dhs.gov/xopnbiz/opportunities/editorial_0700.shtm)

DHS personnel may find additional information on the EAGLE and FirstSource contract on the DHS Intranet – DHS Online: <https://dhsonline.dhs.gov/portal/jhtml/community.jhtml>; then to: My Services (far right column); next: scroll to bottom of column and click on Enterprise-Wide Contracts; Under the Procurement Links section, click on EAGLE/FirstSource.

Appendix A. EAGLE Contractor List

			Functional Category 1	Functional Category 2	Functional Category 3	Functional Category 4	Functional Category 5
EAGLE Contract Awardees		Contract Number					
3H Technologies LLC	U	HSHQDC-06-D-00046	•	• - Tier 1		•	
Abacus Technology Corporation	S	HSHQDC-06-D-00068		• - Tier 2			
Accenture LLP	U	HSHQDC-06-D-00029				•	•
Access Systems, Inc.	S	HSHQDC-06-D-00067			•	•	
Aerient, LLC	S	HSHQDC-06-D-00063		• - Tier 1			
Analytical Services and Materials, Inc.	S	HSHQDC-06-D-00043		• - Tier 1			
Arrowhead Global Solutions, Inc.	U	HSHQDC-06-D-00057		• - Tier 2			
AT&T Government Solutions, NIS	U	HSHQDC-06-D-00040	•				
BAE Systems IT Solutions, LLC	U	HSHQDC-06-D-00028				•	•
Base One Technologies	U	HSHQDC-06-D-00049					•
Bearing Point, Inc.	U	HSHQDC-06-D-00041			•		
Booz Allen Hamilton	U	HSHQDC-06-D-00031				•	•
Burke Consortium, Inc.	S	HSHQDC-06-D-00065			•		
CACI, Inc. - Federal	U	HSHQDC-06-D-00020					•
CACI Technology Insights, Inc.	U	HSHQDC-06-D-00050		• - Tier 2			
Catapult Technology Limited	S	HSHQDC-06-D-00053		• - Tier 2			
CCSi - Creative Computing Solutions, Inc.	S	HSHQDC-06-D-00044					•
CSC - Computer Sciences Corporation	U	HSHQDC-06-D-00021	•	•		•	•
Digital Solutions, Inc.	U	HSHQDC-06-D-00042				•	
Dynamics Research Corporation	U	HSHQDC-06-D-00033					•
EAGLE Enterprise JV, LLC	S	HSHQDC-06-D-00058	•		•		
EDS - Electronic Data Systems Corp	U	HSHQDC-06-D-00032	•	•		•	
Electronic Consulting Services, Inc.	S	HSHQDC-06-D-00061	•				
EES - Energy Enterprise Solutions	S	HSHQDC-06-D-00062	•	• - Tier 1		•	
G&B Solutions, Inc.	U	HSHQDC-06-D-00052	•				
General Dynamics One Source, LLC	U	HSHQDC-06-D-00024	•	•		•	•
IBM - International Business Machines Corp	U	HSHQDC-06-D-00019				•	•
Kadix Systems, LLC	U	HSHQDC-06-D-00047			•		•
Keane Federal Systems, Inc.	U	HSHQDC-06-D-00025			•		
Kforce Gov Solutions (Pinkerton Comp Cons)	U	HSHQDC-06-D-00036					•
Lockheed Martin (Integ Sys & Sol)	U	HSHQDC-06-D-00018	•			•	
Lockheed Martin Services, Inc.	U	HSHQDC-06-D-00017		•			
ManTech MBI, Inc (McDonald Bradley, Inc.)	U	HSHQDC-06-D-00039			•		

U = Unrestricted Competition

S = Small Business Set-Aside Competition

Metters Industries, Inc.	S	HSHQDC-06-D-00066				•	
Multimax Array EAGLE	S	HSHQDC-06-D-00055	•				
Northrop Grumman IT, Inc.	U	HSHQDC-06-D-00022	•	•		•	•
Nortel Government Solutions, Inc.	U	HSHQDC-06-D-00034					•
OST - Optimal Solutions & Technologies, Inc.	S	HSHQDC-06-D-00064				•	
Perot Systems Government Solutions, Inc.	U	HSHQDC-06-D-00037				•	
Pragmatics, Inc.	U	HSHQDC-06-D-00035			•		
Pragmatics, Inc.	S	HSHQDC-06-D-00060		• - Tier 2			
QSS Group, Inc.	U	HSHQDC-06-D-00027	•			•	
QSS Group, Inc.	U	HSHQDC-06-D-00054		• - Tier 2			
Raytheon Company	U	HSHQDC-06-D-00030	•			•	•
SAIC-Science Applications International Corp	U	HSHQDC-06-D-00026	•	•		•	•
SCI Consulting, Inc.	S	HSHQDC-06-D-00056		• - Tier 1			
SRA Int, Inc. - Sys Research & Application Corp	U	HSHQDC-06-D-00038			•		
STG, Inc.	S	HSHQDC-06-D-00051		• - Tier 2			
Unisys Corporation	U	HSHQDC-06-D-00023	•	•			
The Centech Group, Inc.	S	HSHQDC-06-D-00069		• - Tier 2			
Trawick & Associates (T.R. Systems)	U	HSHQDC-06-D-00059		• - Tier 2			
TWD & Associates, Inc.	S	HSHQDC-06-D-00048		• - Tier 2			
Visionary Integration Professionals LLC	S	HSHQDC-06-D-00045		• - Tier 1		•	

U = Unrestricted Competition

S = Small Business Set-Aside Competition

Functional Category Legend:

- 1 – Infrastructure Engineering
- 2 – Operations & Maintenance (Tier 1: IT; Tier2: Telecommunications)
- 3 – Independent Test, Validation & Verification
- 4 – Software Design
- 5 – Program Management Support

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 the appropriate functional category for the requirements. 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 encompass 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.

Contract Level Contracting Officer Assistance (If Necessary)

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 solicitation request shall be provided to the 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. Optional use samples of templates/forms are provided in the Appendices to this document. These include Fair

Opportunity Exception Review by the ITAC/ESO (Appendix C); Additional Guidance on Performance-Based Service Acquisition (PBSA) (Appendix F); the Streamlined Acquisition Plan Sample Format (Appendix G); a sample Statement of Work (SOW) (Appendix H), a sample Performance Work Statement (PWS) (Appendix I); a sample Quality Assurance Surveillance Plan (QASP) (Appendix J), a sample Service Level Agreement (SLA) (Appendix K); a sample Statement of Objectives (SOO) (Appendix L); the EAGLE Task Order Proposal Evaluation Plan (Appendix M); and a Task Order Past Performance Questionnaire Sample Template (Appendix Q).

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.
- **Funding document** – (purchase request, requisition, etc.) EAGLE TOs are funded by the requiring activity. The document which describes the required supplies or services and includes the fund citation and the amount of the funding so that contracting can be initiated.
- **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. The TO CO will determine if there are instances in which the IGCE is released to the contractors, however it must be released to all of the contractors in the specific FC. Customers may obtain information to develop an IGCE from Section B of the EAGLE contracts.
- **Streamlined Acquisition Plan** – The Acquisition Plan (AP) should be completed by the customer and submitted to the TO CO as part of the TORP.

When making purchases using EAGLE which require an AP, the following applies:

- The streamlined AP sample format included as Appendix G may be used in lieu of the content and format required by the DHS Acquisition Planning Guide, HSAM Chapter 3007.
- For acquisitions using EAGLE and meeting the threshold at HSAM 3007 (currently \$50 million), provide a copy of the AP to OCPO seven (7) days before the release of the solicitation. OCPO reviews, but does not approve APs; therefore, the procurement process may continue during the review period unless contacted by OCPO otherwise.
- The Contracting Officer may choose to provide additional information in the AP beyond the content requirements of the sample format included in Appendix G.

- **Justification for work statement that is not performance-based.** FAR 37.102 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. The justification to not use PBSA should be addressed in the acquisition plan. A justification to not use PBSA must be included in the contract file, if not already addressed in the AP. See Appendix F, Additional Guidance on Performance-Based Service Acquisition, for additional information.
- **Task order-unique DD Form 254.** Use when requirements involve access to information classified “Confidential,” “Secret,” or “Top Secret.” Include Clause FAR 52.204-2. Additional information on Industrial Security is available at www.dss.mil.
- **Component agency CIO approval** (if applicable). Follow the processes, procedures and guidelines set forth in Management Directive 0007.1, Information Technology Integration and Management.
- **DHS CIO approval** (if applicable). Follow the processes, procedures and guidelines set forth in Management Directive 0007.1, Information Technology Integration and Management.

The TO CO will assist in the preparation of the following TORP documents:

- **Task Order Proposal evaluation plan and criteria** - 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 rationale (if applicable)** - (See Appendix C) – The requiring activity and the TO CO must prepare the written rationale if an exception to fair opportunity is determined. 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 rationale.

Task Order Proposal Solicitation

The TO CO prepares the necessary documents for the task order proposal solicitation. 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 of the task order proposal solicitation can either be accomplished manually via e-mail 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 task order proposal request (either traditional or multi-phased) to all EAGLE contractors via e-mail or FedConnect, 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.
- Task Order 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:

- Date of announcement;
- End user customer agency;
- SOO, SOW or PWS;
- Anticipated ordering process: traditional or multi-phased
- 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 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 propose on the TO, the contractor shall submit a “no proposal” reply in response to the proposal request. All “no proposals” shall include a brief statement as to why the contractor is choosing not to propose, e.g., conflict of interest.

Task Order Technical and Cost/Price Proposal Submission

Task Order Technical Proposals

The task order proposal request will state whether an oral presentation is required in addition to, or instead of, written task order 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 task order 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.

Task Order Cost/Price Proposals. If the TO process is multi-phased, the contractors will be required to submit a preliminary estimate or not-to-exceed estimate in Phase 1 and a written complete task order cost/price proposal shall be required in Phase 2. In the case of a traditional task order process, a written task order cost/price proposal shall always be required as part of the contractors initial task order proposal submission. This part of the task order 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 task order 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/price 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" task order cost/price proposals will be required for cost-reimbursement type TOs only. "Unsanitized" task order cost/price proposals are complete cost/price proposals which include all required information. "Sanitized" task order cost/price 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 task order proposals will be provided to the TO COTR. Cost task order 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. The TO CO should note that the requirements of FAR Part 15.4 may apply. NOTE: There are no rates in the EAGLE contracts for cost type task orders.

(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.

NOTE: There are no rates in the EAGLE contracts for cost type task orders.

- **Time-and-materials and labor hours** - A T&M or labor hour 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, in accordance with FAR 16.601. 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 or labor hour 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.

Evaluation and Award

The Government will evaluate the contractors’ task order technical and cost/price 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, including quality, timeliness and cost control. Among

other sources, evaluation of past performance may be based on a database built from past performance assessments provided in the Past Performance Information Retrieval System (PPIRS) and the National Institutes of Health (NIH) Contractor Performance System (CPS), <http://cps.od.nih.gov> on individual TOs. In addition to past performance, technical/management approach and cost, individual TO selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified in each individual request for proposal. If necessary, the Government may contact a contractor with clarifications (as defined in FAR 15.306) concerning its proposal.

After completion of the evaluation, discussions, if any, best value analysis and in accordance with the evaluation plan and solicitation, 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 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. TOs may be issued by e-mail, regular mail or facsimile using an Optional Form 347, or an agency prescribed form.

Contractor Past Performance

The use and evaluation of past performance, for a specific acquisition, should be tailored to fit the needs of that acquisition and clearly articulated in the solicitation. There is an important distinction between a contractor's experience and its past performance. Experience reflects *whether* contractors have performed similar work before. Past performance, on the other hand, describes *how well* contractors performed the work – in other words, how well they executed on what was promised in the proposal. Experience can be considered a source selection factor or sub-factor. Past performance should be given sufficient evaluation weight to ensure that it is meaningfully considered throughout the source selection process and will be a valid differentiator among the task order proposals received.

The following action should be taken for EAGLE TO solicitations using past performance as an evaluation factor:

- Obtain past performance on previous EAGLE TOs;
- If no past performance on EAGLE TO exists, obtain past performance information on other DHS contracts/task orders;
- If no past performance on EAGLE or other DHS contracts/task orders exists, obtain past performance information on offeror performance on contracts with other agencies; and

- A thorough evaluation of contractor past performance must include information received from other sources, and not be limited to the information obtained from the Offerors or from their identified references. Available database resources include, but are not limited to the following:
 - Past Performance Information Retrieval System (PPIRS),
 - National Institutes of Health (NIH) Contractor Performance System (CPS), <http://cps.od.nih.gov>,
 - Dunn and Bradstreet, and
 - Better Business Bureau.

A Sample Past Performance Questionnaire Template is provided in Appendix Q.

After the task order 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.

Post-Award Contractor Performance Evaluation

(a) Contractor Performance information is relevant for future TO source selection purposes, regarding a Contractor's actions under previously awarded task orders under the same contract. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

(b) TO performance evaluations are conducted annually and at TO completion. Upon completion of a TO, the TO COTR will complete a TO evaluation using the NIH Contract Performance System (NIH CPS), a past performance collection tool that feeds the Government's central repository for the collection and utilization of past performance information - Past Performance Information (PPI) <http://www.ppirs.gov>. CPS is a web-enabled tool for the COTR to evaluate the Contractor's performance and for the Contracting Officer and Contractor to review, comment on, and approve evaluations. The tool can be accessed at <http://cps.od.nih.gov/>. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Past performance information will not be retained for longer than three years after completion of a contract or TO.

As part of your routine distribution processes send copies of the Contractor Performance documentation to the DHS ESO. (Send to DHSESO@dhs.gov).

The CPS is available to all Federal agencies for use in their Source Selections. By entering data into CPS, we comply with regulatory requirements, but more importantly that information is available for use by all DHS Components.

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 “a declaration of National Emergency by the President or an Incident of National Significance.” 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 on a timely basis, 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

The minimum guaranty has been met by the EAGLE Contractors at the Contract Level.

Sample Fair Opportunity Written Explanation

The following provides a sample fair opportunity exception explanation format. The TO CO should provide a courtesy copy of the exception to the fair opportunity explanation to the ITAC/ESO upon concurrence at DHSESO@dhs.gov. If the ITAC/ESO has any questions, they will be addressed to the TO CO directly.

FAIR OPPORTUNITY EXCEPTION EXPLANATION FORMAT

Applicable TO Contract Number, Task Order Number

Title of Task Order

In accordance with FAR 16.505 (b) (2), the following is provided as explanation 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 narrative 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 narrative 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 narrative here*):

Guaranteed Minimum

Not applicable.

Concurrence: _____

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.

IN REPLY
REFER TO: (Date)

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 email address: [insert email address] or phone number: [insert number].

Sincerely,

Component Official

Attachments:

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. Task Order Contracting Officer's Technical Representative (COTR):	<input type="checkbox"/> Check here if COTR is not certified
Name:	Phone:
Title:	Fax:
Organization:	Email:

4. Pool:	5. Functional Category:
<input type="checkbox"/> Small Business Set-Aside <input type="checkbox"/> Unrestricted	<input type="checkbox"/> FC1 <input type="checkbox"/> FC2 – Tier 1 (Small business set aside only) <input type="checkbox"/> FC3 <input type="checkbox"/> FC5 <input type="checkbox"/> FC2 (Unrestricted) <input type="checkbox"/> FC2 – Tier 2 (Small business set aside only) <input type="checkbox"/> FC4

6. Attachments Checklist:	Complete package must include <u>all</u> 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.
<input type="checkbox"/> Work Statement (check one): <input type="checkbox"/> Statement of Work (SOW) <input type="checkbox"/> Performance Work Statement (PWS) including <input type="checkbox"/> Quality Assurance Surveillance Plan (QASP) <input type="checkbox"/> Statement of Objectives (SOO) <small>All work statements must include applicable Section 508 requirements or exceptions</small> <input type="checkbox"/> Independent Government Cost Estimate (IGCE) <input type="checkbox"/> Proposal Evaluation Plan/Criteria <input type="checkbox"/> EAGLE Simplified Acquisition Plan <input type="checkbox"/> Task Order-Unique DD Form 254 Use if security level is required at the Secret and above levels. <input type="checkbox"/> Funding Document(s) <small>Scanned or other electronic version is preferable</small>	<input type="checkbox"/> DHS EAGLE Small Business Review (DHS Form 700-22) <input type="checkbox"/> Component Agency CIO Approval (if applicable) <input type="checkbox"/> Investment Review Board (IRB) Approval (if applicable) <input type="checkbox"/> Acquisition Review Decision Form - HQ OCIO \$2.5M Review/Approval (DHSCIOITBuy@dhs.gov) – includes: Enterprise Business Management Office Enterprise Architecture/ Technical Reference Model Office of Applied Technology IT Security Infrastructure Operations Section 508 PMO Additional Guidance: <u>Management Directive 0007.1, Information Technology and Management</u>

7. Task Order Information:
(a) Recommended Contract Type (check one): <input type="checkbox"/> Firm Fixed Price (FFP) <input type="checkbox"/> Cost-Reimbursement (CR) <input type="checkbox"/> Time-and-Materials (T&M) <input type="checkbox"/> Hybrid Type (Provide details) <small>Time-and-materials (T&M) contracts require justification in accordance with Federal Acquisition Regulations (FAR 16.6) [See Appendix B - Ordering Procedures and Appendix P - 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]</small>
(b) T & M Rationale:
(c) FASA Exception: <small>If you are citing a FASA exception to Fair Opportunity Competition, designate which one below and provide a rationale narrative:</small> <input type="checkbox"/> The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays <input type="checkbox"/> Only one such contractor is capable of providing services required, at the level of quality required, because they are unique or highly specialized <input type="checkbox"/> The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on <input type="checkbox"/> It is necessary to place an order to satisfy a minimum guarantee
(d) FASA Exception Rationale: <small>See Appendix C for further instructions</small>

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 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 contacting officer (TO CO). This justification to not use PBSA should be addressed in the acquisition plan. A justification to not use PBSA must be included in the contract file, if not already addressed in the AP.

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 L.

Additional Resources

Refer to the following links to learn more about PBSA:

- Defense Acquisition University link to PBSA - http://www.dau.mil/performance_support/pbsa.asp
- Department of Defense Guidebook - <http://www.acq.osd.mil/dpap/Docs/pbsaguide010201.pdf>
- Navy Acquisition Reform - <http://www.acquisition.navy.mil/navyaos/content/view/full/139>
- 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.gsa.gov/pbsc>
- NEW WEB-ENABLED 7 STEPS PBSA GUIDE (Click link to 7 Steps Guide) - <http://www.gsa.gov/performancebasedcontracting>

Appendix G. Streamlined Acquisition Plan Sample Format

Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE)



TASK ORDER ACQUISITION PLAN

AP # _____

Submitted by:

(Name) Date _____
Program Official (or official title)
(DHS Component and Organization)
(Telephone number)

(Name) Date _____
Contracting Officer
(DHS Contracting Activity)
(Telephone number)

Concurrence: (Additional concurrence signatures may be added in accordance with HSAM, Component Guidance)

(Name) Date _____
Small Business Specialist
(DHS Contracting Activity)
(Telephone number)

Approval: (Additional approval signatures may be added in accordance with HSAM, Component Guidance)

(Name) Date _____

Associate Director, Enterprise Solutions Office (ESO)
DHS Office of Procurement Operations
(Telephone number)

Approval: (For requirements greater than \$50 million)

(Name)

Head of the Contracting Activity

(Component)

(Telephone number)

Date

1. ACQUISITION BACKGROUND AND OBJECTIVES

In Fiscal Year 2006, DHS competitively sought and awarded a suite of department-wide indefinite delivery/indefinite quantity Information Technology (IT) support services contracts to facilitate the integration of DHS cross-organizational missions of protecting the homeland, deterring crime, and detecting and countering terrorist activity. These Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) contracts enable DHS business and program units to accomplish their mission objectives while simultaneously facilitating a functionally integrated Department aimed at operating a centrally coordinated IT infrastructure with “One Network” and “One Infrastructure.” EAGLE is a multiple-award contract vehicle specifically designed as the preferred source of IT services for the majority of DHS’s enterprise infrastructure and initiatives. Use of the EAGLE contract vehicle is mandatory for consideration.

This Acquisition Plan describes a task order acquisition for specific IT support services planned for under the EAGLE contracts. This requirement can be fully satisfied through the use of the EAGLE contract; therefore, identification and discussion of alternate acquisition methods is not required.

The specific objective of the proposed task order is to (state the objective of this specific acquisition) _____

This objective is consistent with the objective of the EAGLE contract, and will facilitate establishing a functionally integrated, centrally coordinated IT infrastructure, ensuring compatibility within “One Network” and “One Infrastructure.” All cost, schedule, capability or performance constraints identified in paragraph A.2 of the EAGLE acquisition plan are applicable to this requirement.

2. STATEMENT OF NEED

The Office of _____ has a requirement to obtain (briefly describe the service) _____ IT support services to (describe why the customer needs the service) _____
_____.

This requirement will be satisfied through a task order acquisition and (choose one, delete the inapplicable approach) will be competed on an unrestricted basis within the (provide EAGLE Functional Category number) _____ EAGLE functional category(s). **OR** will be set-aside for EAGLE small business prime contractors within the _____ EAGLE functional category(s).

3. COST

The estimated cost of the proposed task order is as follows:

	Base period	Option 1	Option 2	Option 3	Option 4	Total Est Cost
	\$	\$	\$	\$	\$	\$
Labor						
Other						
Travel						
Total	\$	\$	\$	\$	\$	\$

Life-cycle costs (include one of the following statements, as applicable)

Life-cycle costs are not applicable to this services engineering task order.

OR (If this is a task order under Functional Category 4, Software development)

Life cycle costs will be considered as follows: _____

Design-to-cost (include one of the following statements, as applicable)

Design-to-cost objectives are not applicable to this task order.

OR (If design-to cost objectives are included in the cost estimate)

The underlying assumptions, including the rationale for quantity, learning curve, and economic adjustment factors included in this cost estimate are:

Application of should-cost (include one of the following statements, as applicable)

A should-cost analysis is not applicable to this task order. **OR**

A should-cost analysis was employed in the task order cost estimate as follows:

4. CAPABILITY OR PERFORMANCE

The capabilities or performance requirements of the proposed task order are consistent with the EAGLE capabilities or performance requirements described in paragraph B.1 of the EAGLE acquisition plan, and will be further defined in the Task Order Request Package (TORP).

5. DELIVERY OR PERFORMANCE PERIOD REQUIREMENTS

The period of performance for this task order encompasses a base period of _____, from (month/yyyy) _____ to _____ and includes (number) _____ (e.g., one-month; three-month; annual) _____ option periods.

(Insert one of the following statements, as applicable. This period of performance falls within the period of performance of the base EAGLE contract. **OR** The planned option periods will extend for [X] (not to exceed 24 months) months beyond the base contract, as allowable in the EAGLE contract.

(Insert one of the following statements, as applicable) There are no urgent requirements that result in concurrency of development and production. **OR** Urgent requirements of this task order require concurrently of development and production for the following reasons: _____

6. TRADE-OFFS

The trade-offs associated with this task order were envisioned and satisfied during the competitive process of the base EAGLE contract. By using the EAGLE contract, DHS can reasonably predict the cost, schedule, capabilities and performance of the potential contractor, and may also reasonably expect to receive economies of scale, and other economic efficiencies from the established EAGLE contractors who are familiar with the DHS environment.

7. RISKS

In the table below, identify any cost, scheduling, capability or performance risks, and how those risks will be mitigated. If there is a risk management plan, cite the plan number and date and include a brief summary instead of completing the following table.

The risks associated with this task order acquisition are:

Risk Event	Risk Category	Risk Probability	Impact	Risk Management	Responsible Party
(Example) Contractor performance of inherently Governmental functions	Technical	Medium		Implementation of Government Oversight	Program Office/ TO COTR

8. ACQUISITION STREAMLINING

Conducting this acquisition under the EAGLE contract satisfies the acquisition streamlining requirements of the FAR Part 7. A description of the acquisition streamlining techniques to be used for this acquisition is described in paragraph C.3.1 of the EAGLE acquisition plan and in Appendix B of the EAGLE Ordering Guide.

9. SOURCES

The potential sources for this acquisition are identified in Appendix A of the EAGLE Ordering Guide and at the EAGLE website:

<https://dhsonline.dhs.gov/portal/jhtml/community.jhtml?index=135&community=MGMT&id=2031380003>

(Insert one of the following statements, as applicable.)

This task order acquisition does not involve bundling.

OR

This task order will involve bundling. The incumbent contractors are _____
and the contracts affected are _____.

10. COMPETITION

Task order competition, including subcontracting considerations, will be conducted in accordance with the competition procedures outlined in the EAGLE Ordering Guide.

11. FAIR OPPORTUNITY (INSERT ONE OF THE FOLLOWING STATEMENTS, AS APPLICABLE.)

This acquisition does not include an exception to Fair Opportunity.

OR

The following Fair Opportunity exception is applicable to this task order acquisition:

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

Unique Requirements: 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.

Follow-On: 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 Task Order already issued under this contract and all awardees were given a fair opportunity to be considered for the original order.

Guaranteed Minimum: It is necessary to place an order to satisfy a minimum guarantee.

All documentation required to support the above cited exception to fair opportunity has been completed and approved in accordance with Component HCA guidance.

12. ACQUISITION OF MAJOR COMPONENTS OR SUBSYSTEMS (INSERT ONE OF THE FOLLOWING STATEMENTS, AS APPLICABLE.)

This acquisition does not meet the criteria of a major component or subsystem as described in FAR Part 7, HSAR Chapter 3002.101, or DHS Management Directive 1400.

OR

Competition for this major component or subsystem will be conducted in accordance with the competition procedures outlined in the EAGLE Ordering Guide.

13. SOURCE SELECTION PROCEDURES

It is anticipated that submission of task order proposals will occur on (date): _____. Task order source selection procedures are addressed in Appendix B of the EAGLE Ordering Guide.

14. EARNED VALUE MANAGEMENT (EVM)

EVM requirements of OMB Circular A-11 and the FAR are addressed in paragraph 3.11 of the EAGLE Ordering Guide.

15. ACQUISITION CONSIDERATIONS

In accordance with the EAGLE Ordering Guide, the proposed task order type is:

- Fixed-Price
- Cost Reimbursement
- Time and Materials

This acquisition will employ the (choose one):

- Traditional ordering process described in Section 3.1 of the EAGLE Ordering Guide.

OR

- Multi-phased ordering process described in Section 3.1 of the EAGLE Ordering Guide.

The EAGLE acquisition was conducted, negotiated, and awarded on the basis of full and open competition. The EAGLE contract is not a multi-year contract as defined in FAR Part 17.1. All applicable acquisition considerations, including performance-based acquisition methodology, are addressed in Appendix B of the EAGLE Ordering Guide. There are no special clauses, special solicitation provisions, or FAR deviations included in this acquisition. Any task order requirements for equipment, including spares or repair parts may be competitively satisfied through the use of the FirstSource contract.

The proposed task order acquisition is consistent with the capital planning and investment control requirements of 40 U.S.C 11312, and OMB Circular A-130, as outlined in the EAGLE acquisition plan. This action benefits the Government as envisioned by the DHS EAGLE contract to establish and operate a centrally coordinated IT infrastructure with “One Network” and “One Infrastructure”.

16. BUDGETING AND FUNDING

The estimated budget for the task order life-cycle is as follows:

	Prior Year Obligation	FY 1	FY 2	FY 3	FY 4	FY 5	Total Funding
Funding Source(s)	\$	\$	\$	\$	\$	\$	\$
Amount Required	\$	\$	\$	\$	\$	\$	\$
Amount Budgeted	\$	\$	\$	\$	\$	\$	\$
(Under or Overage)	\$	\$	\$	\$	\$	\$	\$

The budget estimate identified above was identified in the OMB Exhibit 300 for the EAGLE contract, dated _____ and approved on (date) _____.

17. PRODUCT OR SERVICE DESCRIPTIONS

The nature of the proposed task order services fall within the EAGLE Functional Categories for support and services, and are defined in Appendix B of the EAGLE Ordering Guide.

18. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS

This topic is not applicable, because DHS does not use the system of priorities, allocations and allotments of the U.S. Department of Defense and regulated by the Department of Commerce.

19. CONTRACTOR VERSUS GOVERNMENT PERFORMANCE

The contractor versus Government performance considerations of the proposed task order are consistent with the base EAGLE contract, and are described in paragraph C.4 of the EAGLE acquisition plan.

20. INHERENTLY GOVERNMENTAL FUNCTIONS

This task order acquisition does not include contractor support for inherently Governmental functions, as defined in FAR Part 7.5. The contract file will be documented with a determination that the services to be acquired are not inherently Governmental.

21. MANAGEMENT INFORMATION REQUIREMENTS

The proposed task order management information requirements are consistent with the base EAGLE contract, and are described in paragraph C.5 of the EAGLE acquisition plan.

22. MAKE OR BUY

The Make or Buy considerations required by FAR Part 7 have been satisfied during the acquisition process and award of the EAGLE contract.

23. TEST AND EVALUATION (INCLUDE THE FOLLOWING AS APPROPRIATE, OR STATE THAT TEST AND EVALUATION IS NOT APPLICABLE TO THIS TASK ORDER COMPETITION)

The process by which test and evaluation will be conducted is consistent with the procedures outlined in paragraph B.4 of the EAGLE acquisition plan. Offeror's approaches to T&E will be solicited in the task order competition, consistent with performance-based acquisition principles.

24. LOGISTICS CONSIDERATIONS

The logistics considerations for the proposed task order are consistent with the EAGLE contract, and are described in paragraph B.5 of the EAGLE acquisition plan. Further logistics considerations, if applicable, will be defined in the TOR.

25. GOVERNMENT FURNISHED PROPERTY (INSERT ONE OF THE FOLLOWING STATEMENTS AS APPROPRIATE)

The following Government property is readily available and will be furnished to the contractor upon task order award:

- (First item)
- (Second item)

OR

The proposed task order does not include a requirement for Government furnished property.

26. GOVERNMENT FURNISHED INFORMATION (INSERT ONE OF THE FOLLOWING STATEMENTS AS APPROPRIATE)

The Government information identified below (complete as applicable): "...will be furnished approximately X days before the start of services", OR "...will be posted via the Federal Technical Data Solution (FedTeDs). (be specific): (a) Manuals; (b) Drawings; (c) Test Data

OR

The proposed task order does not include a requirement for Government furnished information.

27. ENVIRONMENTAL AND ENERGY CONSERVATION OBJECTIVES

The environmental and energy conservation objectives required by FAR Part 7 have been addressed in paragraph D.3 of the EAGLE acquisition plan. (insert one of the following statements, as applicable) There are no additional specific environmental or energy conservation objectives associated with the proposed task order. **OR** Additional environmental or energy conservation objectives will be identified in the TORP.

28. SECURITY CONSIDERATIONS

The general security requirements of this acquisition are consistent with the security requirements of described in paragraph D.4 of the EAGLE acquisition plan, and detailed in Section I of the EAGLE contract. In accordance with the EAGLE Contract, and the EAGLE Ordering Guide, any applicable additional security considerations will be identified in the TORP.

29. CONTRACT ADMINISTRATION

Administration of the proposed task order will be accomplished by EAGLE Task Order Contracting Officers (TO CO), and Task Order Contracting Officer's Technical Representatives (TO COTR). The duties and functions of these positions are described in Section 2 of the EAGLE Ordering Guide. The (identify Component) _____ Ombudsman will be available to address any concerns regarding compliance with the EAGLE task order award process, review contractor complaints on task orders, and ensure all contractors are afforded a Fair Opportunity to be considered for award

30. OTHER CONSIDERATIONS

The special contract considerations of this acquisition, including Standardization Concepts, Strategic Sourcing, Open Systems, Occupational Safety and Health Considerations, Fair Labor Standards, Disposal, Small Business Goals, Contract Type, Data Rights, and Section 508 Compliance are consistent with the base EAGLE contract, and are described in paragraph D.5 of the EAGLE acquisition plan, and the EAGLE Ordering Guide.

31. MILESTONES OR THE ACQUISITION CYCLE

The significant milestones for this task order acquisition are as follows:

Milestone Event	Planned Completion Date	Person/Office Responsible
Acquisition Plan approval		
Submission of Task Order Request Package (TORP) to ESO		
Issuance of Proposal Request		
Receipt of Proposals		
Proposal Evaluation		
Discussions		
Task Order preparation, review and clearance		
Task Order Award		

32. PARTICIPANTS IN ACQUISITION PLAN PREPARATION

The following individuals participated in the preparation of this acquisition plan:

Name	Title	Office	Telephone	Email Address
	Program Official			
	Contracting Officer			
	Small Business Specialist			
	EAGLE ESO Representative			
	Office of Security			
	Office of General Counsel			

Appendix H. 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.

Appendix I. 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 J for sample QASP).

Appendix J. 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 incentives, or disincentive)

Appendix K. 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
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 Non-mission-critical hardware: 5 days x 8 hours, next business day response and restore	90% of the time	Observation, Analysis	TBD by agency

Appendix L. 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 meet or exceed 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 M. EAGLE Proposal Evaluation Plan

Basis of Evaluation (check one): <input type="checkbox"/> Best Value/ Trade-Off <input type="checkbox"/> Lowest-Price, Technically Acceptable <input type="checkbox"/> Other	
Non-Cost Factors Evaluation factors and significant sub factors shall be listed, and their relative order of importance cited in adjectival terms Numerical ratings shall not be used in the evaluation of EAGLE task order proposals.	
<i>List the specific areas of your technical/management requirements to be evaluated. These areas should correspond with, and relate to, specific requirements</i>	
1. Technical/Management Approach	
a.	
b.	
c.	
d.	
<i>List the specific areas of your past performance requirements to be evaluated. These areas should relate to specific work statement requirements.</i>	
2. Past Performance	
a.	
b.	
c.	
d.	
<i>List any other evaluation criteria important to you, and their relative order of importance below.</i>	
3. Other Factors (if applicable).	
a.	
b.	
c.	
d.	
Order of Importance of Technical Factors List the order of importance with regards to technical/management approach, past performance, and any other non-cost criteria for which you may want to evaluate contractor proposals. Examples: a) Factor 1 is more important than Factor 2; Factor 2 is more important than Factor 3; b) Factor 1 and Factor 2 are equal; Factors 1 and 2 are more important than Factor 3.	
Cost Factors 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: <input type="checkbox"/> Significantly more important than cost or price <input type="checkbox"/> Approximately equal to cost or price <input type="checkbox"/> Significantly less important than cost or price	

Appendix N. Sample E-Mail Requests For Proposal

SAMPLE E-MAIL REQUEST FOR MULTI-PHASE PROPOSAL (Phase 1)

To: Leave Blank

FROM: *Contracting Officer or Contract Specialist*

Cc: DHSESO@dhs.gov

Bcc: All EAGLE Contractors; *requiring activity POC's e-mail address*

Subject: Request for Technical and Cost/price Proposal (Multi-phase 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 on to the second part of this competition, which will involve the issuance of a Request for Technical and Cost/Price Proposal (Multi-phase – 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/email address of contracting officer/contract specialist]

Attachments (Instructions to offerors; SOW)

**REQUEST FOR MULTI-PHASE 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/Price 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 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/Price 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/Price 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 Multi-phase – 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/Price 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 pricing 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/price 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 email address]

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

REQUEST FOR TECHNICAL AND COST/PRICE PROPOSAL
(insert whether Traditional or Phase 2)
INSTRUCTIONS TO CONTRACTORS

Please provide your response to this Request for Technical and Cost/Price 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/Price Proposal – no page limitation**

*[Sample wording for cost-reimbursement effort]. The Contractor shall submit a full cost/price 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 cost-reimbursement basis. If subcontractors are proposed on a cost-reimbursement 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 contractor's 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 either specified by 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.]*

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*).

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:

- Significantly more important than cost or price Approximately equal to cost or price
- Significantly less important than cost or price

Appendix O. 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 from the statement of objectives.

TAB 2 – Past Performance. This section should at a minimum, instruct offerors to submit information concerning TOs, contracts and subcontracts (including Federal, State and other local government and private) which are similar in scope, size and complexity to the work required by the solicitation, or which offerors consider relevant in demonstrating their ability to perform the proposed effort. In accordance with FAR 42.1503(e), the Government must retain past performance information for no longer than three years after completion of the contract. Therefore it is recommended that TO COs limit the “age” of the Offeror’s references to not more than three years.

The evaluation factors for award, at a minimum, must clearly describe the approach to be used to evaluate past performance, including what past performance information will be evaluated, how it will be evaluated, its relative importance to the other evaluation factors and sub factors, and how offerors with no past performance history will be evaluated.

The solicitation must also inform offerors that the Government may use past performance information obtained from sources other than those identified by the offeror, and the information obtained may be used for both the responsibility determination and the best value decision. If any negative past performance

TAB 3 – 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

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*).

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:

- Significantly more important than cost or price Approximately equal to cost or price
- Significantly less important than cost or price

Appendix P. 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 number]*

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 rating and total evaluated cost/price for the successful offeror's proposal:
[insert rating and cost/price]

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

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 proposed 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 Your Name],
Contracting Officer

[Insert Title] Request for Proposal	Part III – List of Documents	Section J - Attachment [Insert Attach. No.]
RFP No. [Insert Number]	Past Performance Questionnaire	

APPENDIX Q. PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you with this form is proposing on a Department of Homeland Security (DHS) solicitation to provide a full range of [insert purpose of requirements] to meet the mission needs of DHS. Past Performance is an extremely important part of the evaluation criteria for this acquisition, so your input is very important. The information is to be provided directly to, the DHS Contract Specialist. **This information will not be disclosed to the offeror.** Please provide an **honest assessment** and return the questionnaire to DHS, by e-mail, to the address shown below, no later than the time and date the solicitation closes _____. If you have questions, please contact _____

Completed questionnaires should be emailed to the following address: _____

GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION

3. CONTRACT NUMBER: _____

2a. EVALUATOR

4. CONTRACT VALUE: _____

NAME: _____

TITLE: _____

PHONE NO: _____

5. CONTRACT AWARD DATE:

____ / ____ / ____

6. CONTRACT COMPLETION DATE:

____ / ____ / ____

7. CONTRACT TYPE (Circle All That Apply):

Fixed Price Cost-Plus Fixed Price Cost-Plus Award Fee
 T & M OTHER

8. COMPLEXITY OF WORK (Circle One Response):

DIFFICULT ROUTINE

PART TWO: GENERAL INFORMATION CONTINUED

9. BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:

SOURCE SELECTION SENSITIVE INFORMATION

<i>[Insert Title] Request for Proposal</i>	<i>Part III – List of Documents</i>	Section J - Attachment <i>[Insert Attach. No.]</i>
<i>RFP No. [Insert Number]</i>	<i>Past Performance Questionnaire</i>	

PART THREE: OFFEROR PERFORMANCE RATING

On the following pages, please summarize the offeror’s performance in each rating factors. Each factor has a set of sub factors with four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing an “X” under the appropriate heading. Offeror performance factors are:

- A. CORPORATE COMMITMENT**
- B. QUALITY OF SERVICE**
- C. TIMELINESS OF PERFORMANCE**
- D. TEAMING ARRANGEMENTS**

Adjectival ratings are defined below and should be used as a reference in assessing performance:

- OUTSTANDING** Contractors performance significantly exceeded the contract requirements.
- GOOD** Contractors performance exceeded the contract requirements.
- ACCEPTABLE** Contractors performance met contract requirements.
- UNSATISFACTORY** Contractors performance was less than acceptable and was unable to perform contract requirements successfully.
- N/A** Not applicable.

	CORPORATE COMMITMENT	Outstanding	Good	Accept.	Unsat.	N/A
	Did contractor provide effective contract and project management?					
	Did the contractor provide a systematic approach to provide the most current technologies, services and techniques available in the market place?					
	How effective has the contractor been in understanding and responding to user requirements?					
	Did the contractor establish and maintain effective quality control standards and procedures?					

	QUALITY OF SERVICE	Outstanding	Good	Accept.	Unsat.	N/A
	Did the contractor provide quality goods/services?					
	Did the contractor provide quality reports and documentation (i.e., accurate, current and complete)?					
	Was the contractor able to solve contract performance problems without extensive guidance from counterparts?					
	Did the contractor supply professional and qualified personnel?					
	Did the contractor respond to emergency situations to include staffing and responsiveness?					

	TIMELINESS OF PERFORMANCE	Outstanding	Good	Accept.	Unsat.	N/A
	Did the contractor adhere to contract delivery schedules in the following areas:					
	(a) Performance of services?					
	(b) Delivery of reports or other documentation?					
	(c) Qualified Staffing					

SOURCE SELECTION SENSITIVE INFORMATION

<i>[Insert Title] Request for Proposal</i>	<i>Part III – List of Documents</i>	Section J - Attachment <i>[Insert Attach. No.]</i>
<i>RFP No. [Insert Number]</i>	<i>Past Performance Questionnaire</i>	

TEAMING ARRANGEMENTS		Outstanding	Good	Accept.	Unsat.	N/A
Did the contractor have an effective partnership with its team members?						
What percentage of the contract award work was performed by the team members? (Provide Percentage)						
Did the Prime contractor execute a teaming arrangement? (Circle Y or N)	YES	NO				
GENERAL TOPICS						
Did the contractor deputy EVM?	YES	NO				
Did the contractor comply with 508 requirements? (when applicable)	YES	NO				

1. Has this contract been partially or completely terminated for default? YES _____ NO _____

If yes, please explain (e.g. inability to meet cost, performance, or delivery schedules - also include contract number, name, address, and phone number of Terminating Contracting Officer - TCO).

2. What was the contractor's greatest strength in the performance of the contract?

3. What was the contractor's greatest weakness in the performance of the contract?

4. Would you award another contract to this contractor? YES _____ No _____

COMMENTS:

PART FOUR: EVALUATOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

 SIGNATURE OF EVALUATOR

 TITLE OF EVALUATOR

 DATE

SOURCE SELECTION SENSITIVE INFORMATION

Appendix R. 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/price 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.

Contract Bundling – The term bundled requirement or bundling refers to the consolidation of two or more procurement requirements for goods or services previously provided or performed under separate smaller services into a solicitation of offers for a single contract that is likely to be unsuitable for award to a small business concern due to: (A) the diversity, size, or specialized nature of the elements of the performance specified; (B) the aggregate dollar value of the anticipated award; (C) the geographical dispersion of the contract performance sites; or (D) any combination of the factors described in (A), (B) or (C). (See FAR 2.101 (b) and 13CFR125.2)

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 website 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 subchapters. 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.

HUB Zone (Historically Underutilized Business Zone) Small Business Concern – A small business concern that appears on the “List of Qualified HUB Zone 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 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.

Single Contract – includes (A) multiple awards of indefinite-quantity contracts under a single solicitation for the same or similar supplies or services to two or more sources; and (B) an order placed against an indefinite-quantity contract under a Federal Supply Schedule contract or a task or delivery order contract awarded by another agency. (See FAR 2.101 (b) and 13CFR125.2)

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 website that provides information regarding the EAGLE and FirstSource contracts, including links to the prime contractor's home pages or portal (at the website, click on Information Technology Acquisition Center, then on EAGLE).