

COMMENTS/QUESTIONS TO SOLICITATION

15 September 2005

PWS REFERENCE	PAGE	PARAGRAPH TITLE		COMMENT/QUESTION	CONTRACTING OFFICER'S DIRECT RESPONSE TO QUESTIONS/COMMENTS FURNISHED TO ALL OFFERORS VIA AN AMENDMENT NOT JUST THROUGH CHANGES IN RFP
2005:Jul:1:15:46:33	82	RFP	Section 3 Cost Substantion Section "Subcontract Costs (ii)	In reference to the "Subcontractor Costs" item, does this subcontractor costs include industry partners with the MEO Team? Specifically, should LMIT include their costs under this item?	Yes, this subcontractor costs does include industry partners with the MEO Team.
2005:Jul:6:22:03:58	93	RFP	M(3) (Past Performance)	The evaluation criterion asks if "the offeror's significant subcontractor(s) (\$500,000 or more), if any, provide relevant past performance history on similar services and related operations for work specified in the solicitation? Responding to this criterion places a burden on large teams and will result in a large number of Experience citations for evaluation. Will the Government remove its definition of significant contractor as subcontracts of \$550,000 or more, and allow each Prime contractor to define its five most significant subcontractors?"	Please refer to Amendment 0002, dated 19 July 2005, which changed the definition of significant subcontractor from \$550,000 to \$2,000,000.
2005:Jul:7:19:57:03	all	TE-19	N/A	At the Industry Day Forum, USACE stated that existing contracts will not be terminated but allowed to expire. Some contracts are due to expire prior to Contract Award. What actions will the USACE be taking to renew, extend, or re-compete these contracts? Will the intent be to extend into the phase-in period or into the base period?	USACE is working with individual KO's on this process. KO's will be notifying the contractors under the affected contracts.

2005:Jul:7:19:58:33	All	TE-19	N/A	At the Industry Day Forum USACE stated that existing contracts will not be terminated but allowed to expire. Some contracts are currently due to expire in the base period. What guidance/support can USACE give to help the SP take responsibility for these contracts and begin to deliver service in the areas currently covered by these contracts?	Government will cover the cost of existing contracts until base or option year expires. All services covered under the current contracts are included within the PWS.
2005:Jul:7:20:07:55	80	RFP	Section L Tab G Section 2 "Subcontract Award and Admin"	The last sentence of paragraph 1 states: "Provide auditable support to show that the policies are in-place and operational." Please define what "auditable support" is. Is a letter stating that the firm has an approved purchasing system acceptable?	Auditable Support means the actual documents that support (through inspection and review) the claim that is being made. Provide sufficient supporting documentation (e.g. formal work procedures, QA/QC policies, checklists used, examples of execution of these policies) such that an auditor reviewing the process and controls would be able to verify and validate the presence of effective controls and processes and the actual application of said controls and procedures. A letter stating that the firm had an approved purchasing would not be sufficient to meet this requirement. The actual outside audit of the purchasing system to include all problem areas and the corrective action taken to correct these; the follow-on internal audit to support the implementation of the corrective actions; the furnishing of the policies that govern this system along with the controls that assure quality within this system would be sufficient to meet this requirement.
2005:Jul:14:15:09:07	77	RFP		MEO should be exempt from Tab G. Does not appear Tab G means to exclude Tender (Ref pg 83, Notes(iv))	"MEO is not excluded from Tab G, Cost Information, in the Cost/Contract Volume when the tender is submitted."
2005:Jul:15:19:24:31	none	RFP	none identified	A statement of the Government's liability for damages/injury to contractor's personnel and equipment is missing. Suggest adding a paragraph similar to the following: "The Government shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury	Language has been added to Section H – Special Contract Requirements, A76 Information Text, REQUIRED INSURANCE, via Amendment 0011.

				or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority."	
2005:Jul:20:12:25:51	3	RFP	Schedule B	Where in the RFP is the proposed reimbursement schedule? Are offerors to propose a schedule? Since the provision affects payments which may impact prices, shouldn't the RFP contain the schedule?	See Amendment 0008, dated 01 Sep 05, which added FAR Clauses 52.232-28 and 52.232-32 regarding payment.
2005:Jul:20:12:36:29	19	RFP	Wage Determination	This should only apply where DOL has not issued a determination for that geographic area. For classifications which are not currently included, SP should request conformance and request additional classifications and rates (SF 1444) through the Contracting Officer.	All wage determinations have been issued for affected areas. If one is missing, please identify.
2005:Jul:20:12:44:24		RFP	52.222-42	Are these the most current rates? For which location? Where are the rates for the other areas?	Equivalent Hire rates were included in Amendment 0008, dated 01 Sep 05. Further updates will be provided, as required/received from Department of Labor.
2005:Jul:20:13:44:18	78	RFP	Section 2	Is the MEO required to submit this information?	MEO must comply with all requirements of the RFP unless specifically excluded by direct language.
2005:Jul:20:13:48:15	85	RFP	L.6.7	Are all subcontractors (that are part of the team) required to make their part of the presentation and actually appear at the Orals?	It is a business decision of the prime offeror/tender on who will attend and make the presentation during the Oral Presentation.

2005:Jul:20:14:06:46	10	C.3	3.1	What mechanism will be used for Government to pay for GFP and replacement property?	All property will be purchased by the Service Provider. Property that is considered SP furnished property will remain in title to SP and is included in the Fixed Price CLIN for Service Provider Furnished Property. Property that is not SP furnished property is to be reimbursed as described on the Bid Form and is governed by the prompt payment clause. The Prompt Payment Clause applies to any invoices that the service provider submits to the government for payment.
2005:Jul:20:14:08:45	10	C.3	C.3.5	What mechanism will be used for Government to reimburse Government leased equipment?	All government lease obligations should be identified during the phase-in period. If the service provider (SP) includes the service or function provided under the lease in their proposal they may enter into their own lease arrangement on a reimbursable basis. This would occur during the cost reimbursable portion of the phase-in period. If the leased services are not required by the SP (for their full performance plan) the government would allow the lease to expire and be responsible for costs associated with the lease. Where the SP has not been made aware of a government leased service that is deemed necessary for the operation of the SP's performance, and where the lease could not be converted during the phase-in period, it may be necessary to issue an equitable adjustment during the first full performance period. The SP shall make every effort to reconcile the need for leased services and/or equipment during the phase-in period.
2005:Aug:13:18:05:06	4	RFP	Clin 6, award fee	If the MEO is exempted from providing award fee price in clin 6, will the price the SP puts in also be excluded from the SP total price so that a fair apples to apples comparison can be made between the price submitted by the SP and the MEO. Otherwise, you are asking the SP to increase his price to accommodate award fee while not asking the MEO to provide a price for award fee.	Yes, the award fee price for CLIN 6 will be excluded from the SP total price to enable a fair comparison between MEO proposal and Industry proposal.
RFP 2005:Aug:22:12:23:56		L.4.2		The example given does not appear to orient around a main RFP point of reference, which would typically be the first column on the left. What does the current first-column heading of "Title" refer to, with regard to the RFP requirements?	Please refer to Amendment 0006, dated 10 August 2005, which provided a revised Compliance Matrix.

<p>RFP 2005:Aug:22:13:08:35</p>		<p>Section H</p>		<p>Title: Notice of Earned Value Management System</p> <p>Recommendation:</p> <p>Northrop Grumman recommends that the requirement for EVMS as applied to the USACE A-76 be reconsidered since the majority of the work performed under this contract will be IT services versus development. We use EVMS on many of our large-scale development programs for the DOD. In that application, EVMS is an effective management approach for assessing the cost of work perform versus costs expended. In the case of the USACE IT services contract most of the work will be performed on a level of effort basis with the focus on achieving specific service level agreements or performance metrics. EVMS is not well suited to tracking performance of this type since service levels are measured on a continual basis versus the achievement of development milestones normally associated with development programs.</p> <p>EVMS is discouraged for use on FFP contracts by DOD policy. In the DOD Revision to DoD Earned Value Management Policy, dated 7 March 2005, Paragraph 5 states the using EVM on FFP contracts is discouraged.</p> <p>Northrop Grumman recommends that this requirement be replaced with a requirement for performance management based on the attainment of service level agreements or specified performance metrics. We have applied this type of performance management to a number of our large services contracts to provide customers with detailed data on key aspects of program performance versus plans (performance metrics, service levels, and cost schedule performance). This</p>	<p>Duplicate of subject 2005:Aug:15:17:21:51 which was answered in the 17 August 2005 Q&A's.</p>
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<p>RFP 2005:Aug:22:14:07:16</p>		<p>Section L 6.6.2</p>		<p>Please confirm that as used in this context the requirement is limited to those individuals identified by the offeror as "Key Personnel"</p> <p>Reference: Section L.6.6.2 Key Personnel Qualifications. Last sentence, first, main paragraph. "For each person proposed, the offeror shall provide the following additional information:..."</p>	<p>Yes, last sentence in first main paragraph, "For each person proposed, the offeror shall provide the following additional information..." applies only to Key Personnel.</p>
<p>2005:Sep:9:19:19:38</p>	<p>All</p>	<p>C.5.6</p>		<p>Are all copiers, including "high end" copiers (defined as: both color, black & white producing in excess of 30 copies per minute) listed in the TE, to be included in the firm fixed price as refresh equipment?</p>	<p>Yes. The copiers are equipment that will be GFE until it is 'refreshed' according to Section C.4.1. It will then be SP provided equipment. These items will be bid in CLIN 0004 and CLIN 0005. Both are fixed price.</p>