

Engineering Services Contract RFP Questions/Comments

Question Number	Section	Clause #	Para #	Questions/Comments	Response
14	L	L.33.4		There are conflicting values for the small business plan subcontracting target, L.33.4 (page 136) has 30% in graph and Exhibit L32-1 (page 137) has 25% in table. Which is correct?	There is no conflict in values. Exhibit L.32-1 is an example table. As stated in paragraph (iv) "Offerors shall modify the exhibit" Immediately below the Exhibit you will find instructions on how to fill out the Exhibit.
15	Vol V - Cost			Reference – Worksheets – There is no area for the WBS reference on the Subcontract X by WBS tabs. The written instructions indicate "...multiple PWS/WBS in one worksheet or prepare a separate worksheet for each PWS/WBS, but at a minimum, each subcontractor must be in a separate worksheet." Given the SubCon W-out Fee Summary and the SubCon W-Fee Summary Tabs must equal to the sum of the appropriate Subcontractor by WBS tabs. Will the gov't consider re-inserting the reference to the PWS/WBS (reference was previously a drop-down selection located on row 3 in Subcontractor by WBS draft workbook)?	No. Multiple PWS/WBS capability by subcontractor has been added to the final cost model. See column A.
16	Vol V - Cost			Reference – ABC Worksheets – WBS 1.7—Engineering Systems IT Security tab is included. The ABC worksheets are for additional labs/WBS 1.4. WBS 1.7 is related to PWS 1.3.2—IT Security Management and does not seem to be related to Labs. Should this tab be removed from the ABC worksheets?	No. If tab is found to not be needed, leave blank.
17	Vol V - Cost			Reference—Basic Cost Model -Final & Total Labor and J-04 Tool-Final —The Craft Labor\$ Tab within the Basic Cost Model has been pre-populated by the gov't and includes a reference which states, "Gov't Provided BEQ." However, the Total Labor and J-04 Tool file does not have any BEQ assignments for the Craft Labor I, II, and III gov't labor classifications. A) Does the gov't expect the offeror to prepare BOEs for 2.5 to include reference and/or data for 2.5.5—Craft Labor? B) If so, does the gov't intend for the offerors to modify the estimates for 2.5 with the addition of data for Craft Labor I, II, and III (and any other affected classifications)?	A)No. B)No.
18	Vol V - Cost			Reference –Contract Phase-In—Section L.27 states phase-in price shall be proposed as a firm-fixed price and the gov't intends to issue a separate Firm Fixed Price purchase order. However, the cost forms are cost-reimbursement format and include a column/area for Phase-In pricing to be captured. Considering the scope of phase-in efforts have a high probability of not having 100% alignment with cost elements and/or functions of the contract operation requirements; and to ensure the phase-in offer is consistent with the intended order (Firm Fixed Price). Would the gov't allow the offeror to use its own format to provide pricing for phase-in?	No alternate pricing formats will be accepted.
19	L	L.19		Section L.19 (pages 118-119) requires Total Compensation Plans to be submitted by each subcontractor whose total potential value exceeds \$500,000 or 10% of the prime contract's total potential value and Table L.31-1 allots 20 pages per company. If a subcontractor wishes to separately submit a sealed package of their TCP rather than allow it to be included in the proposal, will the Government accept separate sealed submittals from team members at submittal time?	Yes.
20	L.32	Table L.32.1		May the offeror 'roll-over' unused pages in one proposal volume/section to be used in another volume/section?	No, the unused pages in one volume/section shall not be 'rolled-over' to another volume/section.

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21	L	L.19	(d)	<p>In response to Final Question #7, the Government stated that "Total Compensation Plans are required from the prime contractor and all major subcontractors." We cannot find a proposal instruction that requires this. However, clause L.19 (d), requires total compensation plans from "all service subcontractors (2) with proposed cost reimbursement or non-competitive fixed-price type subcontract having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value...", which differs from the answer that was provided in response to Question #7.</p> <p>Is the Government's answer to Question #7 intended to supersede the instructions of clause L.19 (d)?</p>	<p>In response to Question 7 the reference to "major" is in error. The response to question 7, does not supersede the requirement in L.19. In addition to the requirement in Provision L.19, the prime and subcontractors must address all the requirements in Provision L.33.1, Item 4.</p>
22	I	I.45		<p>With the inclusion of FAR 52.222-6, Davis Bacon Act, there are normally several related clauses that accompany this clause (i.e., 52.222-7 through 52.222-15). Should these clauses be included in the RFP?</p>	No.
23	H	H.12		<p>The OCI terms of H.12 Limitation of Future contracting is confusing. Under H.12.(c).(1), the first sentence unequivocally states all participants in the EGLS contract 'having a financial interest' shall be ineligible for award of the ESC as a prime or first tier subcontractor. The next sentence, however, contradicts the unequivocal terms of the first sentence saying EGLS first tier subs are presumed ineligible unless an acceptable OCI mitigation plan is included in the proposal that the Government accepts.</p> <p>a. What is the definition of 'financial interest' used in the first sentence; is it award fee sharing only? Financial interest could mean many things and the Government's definition is crucial.</p> <p>b. Which is correct, the first sentence saying all participants in EGLS are ineligible for award or the second sentence saying first tier EGLS subs could be eligible if an acceptable OCI is provided?</p> <p>c. The first sentence could be interpreted to mean only those firms participating in EGLS in any way are ineligible only if they are a prime or first tier sub for ESC. Is this interpretation correct?</p>	<p>a. No - financial interest is not sharing award fee only. Generally a financial interest is a resource having economic value that an entity owns or controls with the expectation of future benefit. It may include affiliations, equitable interests, or other interests with monetary value. This is not meant to be considered an inclusive definition but rather is offered for illustration purposes. The government will not limit the scope of "financial interest" and all such interests will be examined based on proposals received.</p> <p>b. Please review clause H.12 in its entirety. The language is complete and accurate.</p> <p>c. No. Ineligibility for OCI purposes can occur in an infinite number of ways. It is incumbent upon the offeror to identify any and all OCI concerns that exist and propose the appropriate mitigation in accordance with the RFP.</p>

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24	M	M 7.1		<p>a. M.7.1 states the Government may or may not determine if discussions are necessary with the offeror in arriving at its pass/fail determination on OCI, which, if fail, makes the proposal ineligible for award. With such an intricate topic for determination, is the Government saying the offeror will have no opportunity to revise its OCI mitigation proposal after submittal since discussion is not likely or assured?</p> <p>b. Under M.7.1 does the pass/fail determination of acceptable mitigations only apply to the restrictions specifically mentioned in H.12.(c).(1)? If not what other restrictions are applicable that we should address?</p>	<p>a. Yes. If the Government makes the award of the ESC without discussions, there will be no opportunity for offerors to revise any part of its proposal prior to award.</p> <p>b. No. It is incumbent upon the offeror to identify any and all OCI concerns that exist and propose the appropriate mitigation in accordance with the RFP.</p>
25	Vol V - Cost			<p>Reference—RFP Document format – The pdf file for Sections A through M are not in a fillable format. Would the gov't consider releasing the RFP Sections A through M in MS Word 2007 format to ease the completion of fill-ins?</p>	<p>No. The Government will only release the RFP document in pdf format.</p>
26	L	L.32		<p>A. With the cost spreadsheets designed for 11x17 format will the Government allow that volume to be a ledger-type binder where these sheets can lay flat without folding for easier reading and production?</p> <p>B. Also duplex printing (on both sides) of 11x17 pages is impractical; will the Government allow those to be simplex (single side) printed?</p>	<p>A. The cost model cost forms are set to print in 8.5 x 11 format. Also reference Provision L.34, Section 5, paragraph (c)(1)(b) under General Instructions and Helpful Hints on page 150.</p> <p>B. Please reference Provision L.32 paragraph (b), "each foldout shall be printed on one side only".</p>
27	Vol V - Cost			<p>Reference—BOE Format/CLIN reference—One of the items required as part of the BOE format is the CLIN number. The CLIN structure seems to address base content, additional base content, and their respective performance periods. In addition, a BOE Summary by GFY is required as part of the BOE format.</p> <p>To ensure CLIN reference and the BOE Summary by GFY would be aligned, can the offeror reference all/multiple CLINs related to each BOE by PWS/WBS to show the alignment of the CLIN as it relates to the work (base content item vs. additional base content) as well as the respective performance period of the line-item, as applicable?</p> <p>For example, BOE for EL 1 lab will have CLINs 001/018/026/034 to represent EL 1 lab as part of the base content for the base period and three option periods, as the appropriate reference.</p>	<p>As long as its in compliance with the RFP and clearly explained. Reference Provision L.34, Section 2, paragraph (c).</p>
28	B	B.6	(b)	<p>A. Please clarify whether or not this applies only to any cost reimbursement teammate subcontracts/subcontractors named in the proposal or whether it also extends to any subcontractors issued cost-reimbursement type subcontracts during contract performance, as the present wording infers.</p> <p>B. If the response is that it applies to any subcontractors issued cost-reimbursement type subcontracts during contract performance, is it the Government's intention to modify the prime contract to incorporate a new Table B.6-2 for each subcontract as what seems to be implied in the statement under the Table?</p>	<p>A. Any cost-reimbursement subcontract</p> <p>B. Yes</p>
29	L	L.34	Sec. 3	<p>The RFP now requires the workbook "TOTAL LABOR & J-04 TOOL (FINAL) WORKBOOK" to be filled out and submitted instead of the "IDIQ WORKBOOK" from the DRFP.</p> <p>Since the "TOTAL LABOR & J-04 TOOL (FINAL) WORKBOOK" includes the data for all team participants (Prime plus sub), is this workbook to be filled out and submitted at the Prime level only with the subcontractor information included rather than each team member (Prime plus subs) filling out an individual workbook?</p>	<p>The DRFP is not relevant and is superceded by the Final RFP. Reference L.34, Section 5, paragraph (c)-Forms Instructions for Attachment L-02 Cost Templates (worksheets), Total Labor & J-04 Tool (Final) Workbook, subparagraphs (38) through (45) on pages 155 and 156.</p>