

Below are the combined questions and answers from the first and second draft solicitation. Question numbers highlighted orange are questions from the first draft RFP that have revised answers. Question numbers highlighted yellow are new questions and answers from the second draft solicitation. Un-highlighted question numbers are the original questions and answers from the first draft RFP.

| Question # | Question Reference (RFP #, PWS #, etc.) | Question | Response |
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| Exhibits F & G (FLC Hours Exhibits) | | | |
| EFG-1 | Exhibit F TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours | There are several instances in the Kuwait FLC1 workload data where Foreign National (FN) hours are shown for maintenance of communications/electronics equipment. In one of these instances (i.e. Theater Sustainment Stocks (TSS) Task 5AD) only FN hours are assigned to the task. Can offerors assume that maintenance of unclassified controlled cryptographic items (CCIs) is not required by the TSS Mission since access to this equipment is limited to U.S. citizens only? | TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours has been updated. FN and EXPAT hours have been broken out into separate tasks. FN hour tasks do not include the repair of Communication Equipment. |
| EFG-2 | Exhibit F TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours | There are a few instances in the Kuwait FLC1 workload data where only Foreign National (FN) hours are shown for tasks in which duties may include, "...update and maintain inventory records using computer terminal." These are found in In-Theater Maintenance (ITM) Task 5AE, Armored Brigade Combat Team (ABCT) Care of Supplies in Storage (COSIS) Task 6AB, Sustainment Brigade (SB) Care of Supplies in Storage (COSIS) Task 6AC, and Supply Support Operations Task 6AD. Are these task descriptions correct? Are not cleared, U.S. citizens the only individuals authorized to access Government information systems or can FN also access AWRDS and other USG information systems? | These task descriptions are correct. FNs can access some Government information systems. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card". |

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| EFG-3 | Exhibit G TE 1 M-S-T-001 Qatar Minimum Functional Labor Category 1 Hours | There are a three instances in the Qatar FLC1 workload data where only Foreign National (FN) hours are shown for tasks in which duties include, "Operating the LIS..." These are found in APS Fires and Sustainment BDE Task 3AA (COSIS), APS Fires and Sustainment BDE Task 3AA (Supply Support), and APS OP Project Task 3AB (Supply Support). Are these task descriptions correct? Are not cleared, U.S. citizens the only individuals authorized to access Government information systems? | These task descriptions are correct. FNs can access some Government information systems. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card". |
| EFG-4 | Exhibit G TE 1 M-S-T-001 Qatar Minimum Functional Labor Category 1 Hours | There is one instance in the Qatar FLC1 workload data where only Foreign National (FN) hours are shown for a task in which duties include, "...systems analysis and design techniques to complex computer systems..." This task is found in APS Fires and Sustainment BDE Task 3AA (Supply Support). Is this task description correct? Are not cleared, U.S. citizens the only individuals authorized to access Government information systems or can FN also access AWRDS and other USG information systems? | These task descriptions are correct. FNs can access some Government information systems. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card". |
| EFG-5 | ATT0002- Draft Staffing Labor Mix; Exhibit F M-S-T Kuwait and Exhibit G M-S-T Qatar; RFP para L.5.2.1.1(c)(5)(iv) page 62 | RFP Para L.5.2.1.1(c)(5)(iv) defines Expat as - US Citizen / NATO Countries / Australia / Japan / Sweden. In A0002 and Exhibit F and Exhibit G the column with the term Expat states "US Citizen". Question: Please confirm that the correct definition for Expat is US Citizen / NATO Countries / Australia / Japan / Sweden? Also please correct ATT0002 and Exhibit F and G to include the complete definition of expat in the column titled expat. | The Government updated ATT 0002, Exhibit F and Exhibit G and removed "US Citizen". Each area now indicates "Expat". Of note, only U.S. Citizens can fill the positions that require a Secret security clearance. |
| EFG-6 | L.5.2.1.1.(c).(5).(IV); Exhibit F-TE 1 M-S-T - Minimum Functional Labor Category-1 Hours-Kuwait & Exhibit G TE 1 M-S-T -001 QATAR Minimum Functional Labor Category-1 Hours | The FLC-1 Tables specify ExPat (US Citizens) and FNs as the only two categories of employees. Are NATO countries, Australia, Japan, Sweden as cited in Section L, L.5.2.1.1.(c).(5).(IV), acceptable to fill the ExPat (US Citizen) category as specified in the FLC1 Tables? | Yes. NATO countries, Australia, Japan and Sweden are acceptable to fill the Expat hours in Exhibits F and G. Of note, only U.S. Citizens can fill the positions that require a Secret security clearance. |

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| EFG-7 | Exhibit F TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours | The minimum FLC labor hours appear to be based on a 3312 hour man year and the draft solicitation explicitly states M.5.1.2(e) that the man year is 2404, can the government please explain this difference? | The FLC1 hours are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. |
| EFG-8 | DRAFT - W52P1J-15-R-0005, page 63, paragraph L.5.2.1.1(c)(6)(vi) | The referenced paragraph specifies that to comply with host nation labor laws, Offerors shall not exceed 2,404 hours per employee per year for Kuwait, and 2,452 hours per employee per year for Qatar. These figures do not appear to align with either the Functional Labor Category 1 (FLC1) Exhibits F and G, or the Hours of Operation Exhibit K. For example, it appears in Exhibit F that the hours for one (1) FTE in Kuwait are equal to 3,312, and the hours for one (1) FTE in Qatar are equal to 2,304. Further, neither of these sets of figures (2,404 and 3,312 for Kuwait; 2,452 and 2,304 for Qatar) seem to correlate with the apparent 72-hour work week for Kuwait, and the 48-hour work week specified for Qatar in Exhibit K. Does the Government intend to revise Exhibits F, G, or K so they correlate to the maximum hours specified by host nation labor laws? | It should be noted that the revised draft RFP has updated language pertaining to this question. However, the FLC1 hours are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. |
| EFG-9 | RFP Reference L.5.2.1.1(c)(6)(vi) and RFP Exhibit F,, M-S-T Kuwait and Exhibit G, M-S-T Qatar; | Question: Will the Government please correct the minimum workload hours in Exhibits F and G to be consistent with 2,404 for Kuwait or 2,452 for Qatar? It appears the current workload minimum hours will result in many fractional FTEs with unintended rounding impacts. | The FLC1 hours are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. |

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| EFG-10 | RFP Reference L.5.2.1.1(c)(6)(vi) and RFP Exhibit F,, M-S-T Kuwait and Exhibit G, M-S-T Qatar; | Reference L.5.2.1.1(c)(6)(vi) – In accordance with host nation labor laws, offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar. Question: Exhibits F and G do not appear to provide minimum hours that are divisible by 2,404 for Kuwait or 2,452 for Qatar please explain how the minimum hours are presented and how what they are based on? | The FLC1 hours in the TE 1 M-S-T-001 are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. |
| EFG-11 | RFP, Page 19, Paragraph L.5.2.1.1.C (5); Exhibit F TE 1 M-S-T-001 Kuwait Minimum FLC 1 Hours | We note that L.5.2.1.1(c)(5)(iv) defines Expat as a citizen of the United States, a NATO country, Australia, Japan or Sweden. In regard to the Exhibit L Ammunition Techs and Patriot missile systems technicians that need clearances, is a NATO Secret clearance acceptable? Are there any other weapon systems (example: fire control systems) that require US citizens only, or may all Expat positions be filled by NATO, Australian, Japanese, or Swedish citizens? | No. The Offeror cannot use NATO citizens with a NATO Secret Clearance for positions that require a Secret Clearance on this contract. Exhibit L has been updated to identify which positions require a U.S. Citizenship. Additionally, refer to PWS paragraph 1.5.2.1 for further guidance. |
| EFG-12 | Solicitation, page 76, para M.5.1.2 (e) | The last sentence in the paragraph states "The Government will verify that the Offeror did not propose more than 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar." Will the Government consider changing the maximum hours to 3312 for Kuwait and 2304 for Qatar so that the hours listed on Exhibit F and G are divisible by a whole number? | See response to EFG-8. |

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| EFG-13 | Exhibit F TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours | In several instances, the task description does not align well with any of the SCA labor categories, for example, in PWS 6.26, Retrograde Transportation Task 7AB tow task description include "Remove and install..." which are tasks that are assumed to be performed by a number of labor categories. Is the Government planning on refining the Task Descriptions on Exhibit F? The Labor Description in Exhibit G (Qatar M-S-T) are very precise. | The Government will add more to the tasks required in PWS 6.26 Retrograde Transportation Task 7AB. |
| EFG-14 | Exhibit F (TE 1 M-S-T Minimum Functional Labor Category 1 Hours - Kuwait) | The Missions listed including Security & Base Operations - Task 8AA & LOC Operations Task 9AA are not delineated in the PWS. | The LOC Operations were inadvertently omitted from the PWS. This will be corrected in the next version of the Draft RFP. |
| EFG-15 | DRAFT - W52P1J-15-R-0005, page 62, paragraph L.5.2.1.1(c)(6)(ii) | Should the minimum FLC1 hours for Maintenance in Qatar read 248,832 instead of 148,832 to correspond with the workload data provided in Exhibit G TE 1 M-S-T-001? | Yes. The minimum FLC1 hours for Maintenance in Qatar should read as 248,832 in accordance with Exhibit G TE 1 M-S-T-001. Section L.5.2.1.1(c)(6)(ii) will be updated accordingly. |
| EFG-16 | EAGLE APS-5 Kuwait_Qatar - Draft Solicitation - W52P1J-15-R-0005, Section L.5.2.1.1 (c)(6)(ii), Page 62; Exhibit G TE 1 M-S-T-001 Qatar Minimum FLC 1 Hours.pdf | In the Draft RFP the government stated, "Qatar's minimum FLC1 hours are 148,832 for Maintenance" which conflicts with Exhibit G which has 248,832. Would the government please clarify which document is correct? | See EFG-15 |
| EFG-17 | Draft Solicitation - W52P1J-15-R-0005.pdf, Page # 63, Paragraph # L.5.2.1.1 (c) (6) (ii) | Paragraph L.5.2.1.1 (c) (6) (ii) states: "Qatar's minimum FLC1 hours are 148,832 for Maintenance; 105,984 for Supply; and 41,472 for Transportation" Question: It appears that file "Exhibit G TE 1 M-S-T-001 Qatar Minimum Functional Labor Category 1 Hours.pdf" has 100,000 more hours for Maintenance than what is stated in the RFP. Will the Government correct the documents to ensure the hours match? | See EFG-15 |
| EFG-18 | Solicitation, Page 62, L.5.2.1.1(c)(6)(ii) | Section L of the RFP states Qatar's minimum FLC1 hours are 148,832 for Maintenance while Sections M and Exhibit G both state a minimum of 248,832. Please clarify the minimum Qatar Maintenance hours. | See EFG-15 |

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| EFG-19 | RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.2.1.1(c)(6)(vi); page 63; AND Paragraph L.5.4.2.3; page 68 | Paragraph L.5.2.1.1(c)(6)(vi) states: "In accordance with host nation labor laws, Offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar." Paragraph L.5.4.2.3 states: "Offerors shall provide an affirmative statement that they understand and will fully comply with the current Kuwait and Qatar labor laws." Is it possible for the Government to provide the calculations used to derive the maximum permitted annual working hours per person of 2,404 for Kuwait and 2,452 for Qatar? | <p>It should be noted that the revised draft RFP has updated language pertaining to this question. However, to answer the question, for evaluation purposes the calculations are as follows:</p> <p>KUWAIT: 48 hours per week x 48 weeks = 2,304 Hours 36 hours /week during Ramadan = 144 hours Overtime Annual Cap = 2 hours per day up to 180 hours per year 13 paid holidays @ 8 hours = -104 hours 30 days annual leave (after 9 months service) = -240 TOTAL MAX KUWAIT HOURS = 2,284 HOURS</p> <p>QATAR: 48 hours per week x 48 weeks = 2,304 Hours 36 hours/week during Ramadan = 144 hours Overtime Annual Cap = 284 work days x 2 hours = 568 hours 10 paid holidays @ 8 hours = - 80 hours 3 Weeks Vacation (after 1 year service) = -144 hours TOTAL MAX QATAR HOURS = 2,792 HOURS</p> |
| EFG-20 | RFP Reference L.5.2.1.1(c)(6)(vi) | <p>Reference L.5.2.1.1(c)(6)(vi) – In accordance with host nation labor laws, offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar.</p> <p>Question: Will the Government please provide the Government's calculation, by element (i.e. vacation, sick, holiday, overtime etc.), that derives the productive man year for Kuwait and Qatar?</p> | See response to EFG-19 |
| EFG-21 | RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.2.1.1(c)(6)(vi) AND Paragraph L.5.4.2.3 | Paragraph L.5.2.1.1(c)(6)(vi) states: "In accordance with host nation labor laws, Offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar." Paragraph L.5.4.2.3 states: "Offerors shall provide an affirmative statement that they understand and will fully comply with the current Kuwait and Qatar labor laws." Is it possible for the Government to provide the calculations used to derive the maximum permitted annual working hours per person of 2,404 for Kuwait and 2,452 for Qatar? | See response to EFG-19 |

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| EFG-22 | TE1 M-S-T Minimum Functional Labor Category 1 Hours | <p>The Qatar breakdown between US and FN labor appears to be misaligned to direct more work toward FN labor rather than US labor. The vehicle and heavy equipment maintenance is over twice as many FN FTE's than US. Shop Supply is all FN labor and most of Allied Trades (all of auto body repair and painters) are FN labor. Will the Government consider adding at least one or two US personnel into both the Shop Supply and the Allied Trades (paint/body shops) to ensure the skill set experience and knowledge is available? Overall only 27.7% of maintenance and 19.5% supply personnel of Qatar FLC-1 labor hours are US personnel. This appears to increase the risk in sourcing qualified and experienced personnel to perform critical functions. The same concern applies to Kuwait.</p> | <p>The Government has determined, for RFP purposes, that this is an adequate mix based on the tasks the FNs would be performing. At this time, the Government will not add additional U.S. personnel.</p> |
| EFG-23 | TE1 M-S-T Minimum Functional Labor Category 1 Hours | <p>The scope of the Kuwait Transportation area includes Foreign Nationals (FN) doing work inside the US transport systems (i.e. building ULNs, processing TMRs, AMRs, conferring with customer supervisors and other contractors). Based on the skills and experience required it is likely that only a US employee could accomplish this scope. Will the Government please review the requirements and consider redirecting the Kuwait Transportation work to allow US execution? There also appears to be an imbalanced ratio of US to FN labor in the transportation section (only 13.6% of labor provided by US). Will the Government please review its requirements and provide a more equitable balance of FN-to-US employment?</p> | <p>The Government has reviewed this requirement and updated the MST so that only Expats will be performing these functions. Additionally, the Government will review the FN to US ratio in Transportation and make any necessary changes for the next version of the Draft RFP.</p> |
| EFG-24 | <p>Qatar PWS Page 15, Section C-5, para 5.10 Maintenance Operations Funds Management Kuwait PWS Page 16, Section C-6, para 6.10 Maintenance Operations Funds Management</p> | <p>No FLC1 hours are provided for Kuwait or Qatar PWS Task Maintenance Operations Funds Management. Will the Government consider adding FLC1 hours for this critical task or identify this task a Key Personnel?</p> | <p>These hours are included with the Production Control tasks (PWS 5.10 and 6.10)</p> |

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| EFG-25 | Draft PWS: p.14; 1.5.2.1 | Paragraph 1.5.2.1 states in part that Government Security Clearances are required for US contractor personnel whose duties entail access to systems; yet in TE 1 M-S-T Minimum Functional Labor Category 1 Hours, there appear to be some tasks with FN hours applied that require system access. Please clarify the restrictions/requirements for FN personnel having access to Government Systems. For example, FLC1 Kuwait Table, p.9, under Task(s), 7th row, This worker... adjusts inventory counts and stock records... There are both US and FN hours applied to this task. | These task descriptions are correct. FNs can access some Government information systems. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card". |
| EFG-26 | TE1 M-S-T Minimum Functional Labor Category 1 Hours, Tech Exhibit 1 G-003, and RFP par L.5.2.1.1(c)(6)(vi) | The labor hours required in the MST document, when matched against the published work hours for each location and the list maximum number of hours that an employee can work in either location do not appear to be correct. Will the Government validate the RFP Kuwait labor law hours, or modify the work hours to meet what one FTE can or would normally be deployed to each location to work for a full calendar year? | Please refer to L.5.1.10 of the RFP as it was added for the revised draft RFP for Maximum hours per year requirements. Additionally, see response to EFG-19. |
| EFG-27 | TE1 M-S-T Minimum Functional Labor Category 1 Hours and RFP par L.5.2.1.1(c)(6)(vi) | RFP par L.5.2.1.1(c)(6)(vi) states "The Offeror must provide its proposed labor hours per year in the Hours Per Year column in the Offeror's Attachment 0002 - Staffing/Labor Mix. In accordance with host nation labor laws, Offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar." However, the minimum hours listed in TE1 M-S-T are different. This results in differences in FTE calculation. For example, in Kuwait using the minimum hours presented in TE1 M-S-T results in a whole FTE which is optimal for all parties; but using the hours stated in Section L results in a FTE with numerous decimal places. Can the government review the two sets of numbers and adjust the minimum hours according to the host nation labor laws? | The FLC1 hours in the TE 1 M-S-T-001 are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. |

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| EFG-28 | RFP Reference L.5.2.1.1(c)(6)(vi) | <p>Reference L.5.2.1.1(c)(6)(vi) – In accordance with host nation labor laws, offerors shall not exceed 2,404 hours per employee per year for Kuwait and 2,452 hours per employee per year for Qatar.</p> <p>Question: Does the productive man year as defined for Kuwait (2,404) and Qatar (2,452) include overtime?</p> | Yes. Refer to response EFG-19 |
| EFG-29 | <p>Doc: RFP (EAGLE APS-5 Kuwait_Qatar - 2nd Draft Solicitation - W52P1J-15-R-0005.pdf) Pg: 65, 66 Para: L.5.2.1.1(c)(5)(iii), L.5.2.1.1(c)(6)(vii)</p> | <p>In paragraph L.5.2.1.1(c)(5)(iii) Functional Labor Category 2 (FLC2): it states in part that "supervisors may be split FLC1 and FLC2 with the FLC2 portion proposed commensurate with the level of supervisory duties assigned." But, paragraph L.5.2.1.1(c)(6)(vii) states in part that "The hours associated with FLC2 positions (including managers proposed as FLC1 and supervisors proposed solely as FLC1), in whole or part, will not count toward the total minimum FLC1 hours specified, and positions incorrectly identified as FLC1 will not count toward the total minimum FLC1 hours specified in L.5.2.1.1(c)(6)(ii)."</p> <p>Question: Will the government please clarify if Supervisor hours, which have been split between FLC1 and FLC2 hours, may not be counted toward the total minimum FLC1 hours submitted with the offerors proposal?</p> | The Government confirms that if the Offeror splits the Supervisor hours between FLC1 and FLC2, the FLC1 hours will be counted towards the total minimum FLC1 hours for compliance. Please note, that, per L.5.2.1.1(b)(1), the Government will evaluate the FLC2 supervisor ratio to FLC1 employee ratio and manager to supervisor ratio; therefore, if the Offeror chooses to split the supervisor between FLC1 and FLC2, the Offeror will need to ensure it is commensurate with the effort as stated in L.5.2.1.1(c)(5)(iii). |
| EFG-30 | L.5.2.1.1(b)(1) | Can the Government define what are considered "adequate" FLC2 supervisor to FLC1 employee ratio and manager to supervisor ratios? | No. This approach will be looked at on an individual basis for each Offeror as it will be based on each Offeror's management and staffing approach. |

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| EFG-31 | 2nd Draft RFP, Page 75, L.5.4.2.6.5.1(b)(2)(i) | <p>L.5.4.2.6.5.1(b)(2)(i) The Offeror shall propose the headcount for each location, Kuwait and Qatar, and employee classification, Expat and FN, in the data entry areas highlighted in blue on the Cost Summary tab in Attachment 0005 Cost Price Matrix. The Offeror shall ensure that the total headcount reconciles to the total FTEs in the cost proposal and Technical Attachment 0002 Staffing Labor Mix. The Offeror must provide a narrative and corresponding calculation(s) to support the reconciliation between headcounts and FTEs.</p> <p>Question: Will the Government allow any FLC1 or FLC2 positions be performed by staff working in CONUS or outside of Kuwait/Qatar?</p> | <p>Depending on the Offeror's approach, it could be considered acceptable to have certain FLC2 positions performed outside of Kuwait/Qatar; however, it is not acceptable for any FLC1 positions to work outside of Kuwait/Qatar. However, the Offerors proposal shall be in accordance with the solicitation inclusive of Section L, Paragraph L.5.4.2.6.5.1(b)(2)(i).</p> |
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Exhibit K (Hours of Operations)

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| EK-1 | Exhibit K TE 1G-003 Hours of Operation | <p>Page 1 of the referenced exhibit clearly states that the regular workweek for Qatar operations is 48 hours (8 hrs. x 6 days). What is the regular workweek for Kuwait operations on Page 2? Is it 72 hours (12 hrs. x 6 days) with a 45 minute lunch break?</p> | <p>There is no specified regular workweek in Kuwait, only specified operating hours. Offerors are to provide a workforce capable of covering the required operating hours as identified in this Technical Exhibit. Additionally, the Hours of Operation Technical Exhibit K has been revised for the second draft RFP.</p> |
| EK-2 | Exhibit K Qatar - Use of Overtime | <p>We note that Exhibit K for Qatar directs the Contractor to establish a 48 hours workweek for its workforce, and that it should be prepared for 60 hour workweeks if directed by PCO/ACO. We have two questions: 1) In Qatar can the contractor put scheduled overtime into its proposal? 2) There is no corresponding Exhibit for Kuwait. Assuming the Contractor follows Kuwait labor Law, are there any restrictions on contractor-scheduled overtime in the proposal?</p> | <p>1) The FLC1 hours in the TE 1 M-S-T-001 are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. TE 1G-003 Hours of Operation has been updated and the Section L.5.1.10 have been added. 2) As long as the Offeror follows Kuwait Labor Law, there are no issues with overtime. Reference Section L.5.1.10.</p> |

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| EK-3 | Technical Exhibit 1G-003 Hours of Operation, Page 1 | The TE states that the "Contractor shall be prepared to establish a 60-hour workweek...as directed by the ACO/PCO." Such overtime must be compensated per Qatari Labor Law, and will therefore need to be priced in an Offeror's proposal. In order to fairly evaluate proposals, will the Government please provide an estimated number of annual surge hours (overtime hours) needed in Qatar, so that Offerors will submit proposals based upon the same number of hours? | This language has been removed form this TE. Reference EFG-19 for maximum number of hours per year calculation. The TE 1 M-S-T has the minimum FLC1 hours required to accomplish this mission. |
| EK-4 | Technical Exhibit 1G-003 Hours of Operation, Page 1 | It is our understanding that Qatari Labor Law requires hours be reduced to 36 hours per week during Ramadan, although this attachment references a 48-hour week during Ramadan. Please confirm the number of workweek hours Offerors are to propose during Ramadan in Qatar. | This language has been removed form this TE. Reference EFG-19 for maximum number of hours per year calculation. |
| EK-5 | Technical Exhibit 1G-003 Hours of Operation, Page 2 | It is our understanding that Kuwaiti Labor Law similarly establishes a standard 48-hour workweek (6 days, 8 hours per day). Will the Government please clarify if Offerors are to comply with Kuwaiti Labor Law by establishing/proposing a 48-hour workweek? | Reference L.5.1.10 in the revised RFP. |
| EK-6 | Technical Exhibit 1G-003 Hours of Operation, Page 2 | It is our understanding that Kuwaiti Labor Law similarly establishes a maximum workweek of 60 hours (6 days, 10 hours per day), with any overtime hours (in excess of a 48-hour workweek and 8 hours/day) to be compensated. Additionally, it is our understanding that Kuwaiti Labor Law caps overtime at 180 hours per year. In order to fairly evaluate proposals, will the Government please provide an estimated number of annual surge hours (overtime hours) needed in Kuwait, so that Offerors will submit proposals based upon the same number of hours? | Reference EFG-19 for maximum number of hours per year calculation. The TE 1 M-S-T has the minimum FLC1 hours required to accomplish this mission. |

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| EK-7 | Technical Exhibit 1G-003 Hours of Operation, Page 2 | It is our understanding that Kuwaiti Labor Law requires hours be reduced to 36 hours per week during Ramadan. Please confirm the number of workweek hours Offerors are to propose during Ramadan in Kuwait. | Refer to EFG-19 |
| EK-8 | Technical Exhibit 1G-003 Hours of Operation, Pages 1 - 2 | Will the Government please provide the number of holidays to be proposed for Qatar and Kuwait? | Refer to EFG-19 |
| EK-9 | PWS Section C-1; page 10 par 1.4.1.2 and 1.4.1.2.1 | Will the Government list both Qatar and Kuwait local holidays considering they are consistent each year? during US holidays CONUS staffs will not be working, but for both proposal purposes and execution, it is important to understand when work will be performed OCONUS. | <p>Kuwait Hegira New Year: 1 Day Isra' and Mi'raj Day: 1 Day Eid Al-Fitr: 3 Days Waqfat Arafat: 1 Day Eid Al-Adha: 3 days Prophet's Birthday: 1 Day National Day: 1 Day Liberation Day: 1 Day Gregorian New Year: 1 Day</p> <p>Qatar Eid Al-Fitr: 3 Days Eid Al-Adha: 3 Days Independence Day: 1 Day Specified by employer: 3 Days</p> |
| EK-10 | Draft RFP, PWS | Work Week – Recommend the Government allow bidders to propose their work schedule. Some companies may want to work 12 hours days and potentially provide less FTEs which might provide a slightly higher payroll but will lower Life Support cost. Additionally, there is a salary threshold to attract and retain employees to work on these contracts. Most of the experience is based on 12 hours work week. Our concern is that if the Operational Tempo drives the work schedule back to 12 hour days the government is going to realize a significant increase in labor cost. | The FLC1 hours in the TE 1 M-S-T-001 are based on hours of operation, historical data and future workload requirements. The hours represent the minimum FLC1 hours required to accomplish the mission; not a specific staffing solution. Offerors must meet the minimum FLC1 hours as specified in the RFP. The number of FTEs proposed will be subject to the Offeror's individual approach. TE 1G-003 Hours of Operation has been updated and the Section L.5.1.10 have been added. |

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| EK-11 | Exhibit K Hours of Operations | Exhibit K shows the Hours of Operations for Qatar as 0700-1600 for all Operations. It does not state how many days per week, whereas Kuwait is specific that it is Monday through Saturday or 24/7 depending on the operation. Please clarify the work schedule for Qatar? | Sunday through Thursday. This Technical Exhibit will be updated appropriately for the formal RFP. |
| Exhibit L (Key and Specified Non Key Positions) | | | |
| EL-1 | RFP Section L.5.2.1.1. (b)(1) | Will an offeror's proposal be deemed "acceptable" if they only bid the positions identified in FLC1 and FLC2? Is the government asking contractors to identify non-key positions that are already identified in FLC1 and FLC2 that should be list as key positions or is the government asking contractors to add positions to the FLC1 and FLC2 that are not currently there and that they propose to be additional key positions? | <p>The government cannot provide a response to the hypothetical question provided; however, the following information may be useful for proposal purposes:</p> <p>The government updated the technical exhibit by providing all government-required key and specified non-key positions. Offerors must ensure a complete staffing solution is proposed as indicated in Sections L and M. Also, as indicated, the government's workload data, minimum FLC1 hours also may not be a complete staffing solution and offeror's must ensure all requirements of the RFP are met and it's unique approach is complete.</p> |
| EL-2 | RFP Section L.5.2.1.1. (b)(1) | Based on the criteria the Government has identified in Section M.4.1. ("The Government will evaluate the Technical Factor on an Acceptable/Unacceptable basis. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability") we recommend that the Government identify all required Key & Specified Non-Key personnel requirements necessary to achieve a rating of acceptable and further evaluate an offeror's labor mix and personnel numbers (both unique to their individual technical approach) for acceptability in relation to cost. | Refer to EL-1 |
| EL-3 | RFP par L.5.2.1.1 (c) (6)(vii) and TE 1G-005 Key and Specified Non-Key Requirements | The RFP paragraph indicates that Managers and Supervisors could be classified as FLC-1, either in part or in whole. TE 1G-005 states that a Supervisor may be classified as both FLC-2 and FLC-1 and a Manager can only be classified as FLC-2. Request clarification between the two documents. | Per L.5.2.1.1(c)(5)(iii), "...all managers must be proposed as solely FLC2; supervisors may be split FLC1 and FLC2 with the FLC2 portion proposed commensurate with the level of supervisory duties assigned." Therefore, all proposed managers can only be classified as FLC2. |

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| EL-4 | TE 1G-005 Key and Specified Non-Key Requirements; RFP C-5, par 5.8.1.1 | There are several key personnel that are listed as not requiring a security clearance, but the nature of the taskings will potentially require access to briefings, documents or plans during the normal course of business. Example, the Qatar Logistics Manager who will be involved in the entire site operation (see RFP reference). The Kuwait Armament Manager should require a security clearance but is listed as not requiring one. Will the Government review the requirements for Kuwait and Qatar positions and consider revising them to allow key personnel to be fully available to the entire site program requirements? | The Government has reviewed the Security Clearance requirements. Changes have been made in the 2nd Draft RFP. |
| EL-5 | TE 1G-005 Key and Specified Non-Key Requirements | TE 1G-005 includes a position listed as Ammunition Section as a Qatar Specified Non-key Position. Could the Government please clarify the position title? The tasks described are that of a Supervisor of ammunitions supply techs. Would the Government consider including the Ammunition Supervisor (proposed title) as a Qatar Key Position with the Cass V and Armorer Supply Technician positions remaining as Qatar Specified Non-Key Positions? | The Ammunition personnel on the Key and Specified Non-Key Technical Exhibit have been revised to provide further clarity for the next version of the Draft RFP. |
| EL-6 | TE 1G-005 Key and Specified Non-Key Requirements | The title of Director will be included in the executive leadership teams of many corporations and is most likely a level higher than what is required for the duties assigned on this program. Will the Government consider Manager titles for the Supply, Maintenance, Transportation, and HR Directors? | The Director titles have been updated for the second draft RFP. |
| EL-7 | TE 1G-005 Key and Specified Non-Key Requirements | The job tasks listed for the Qatar Plans Operations Specialist reads more like a Management position. Will the Government consider a review of the job description and consider a change to a Plans and Operations Manager? | The Operations position on the Key and Specified Non-Key Technical Exhibit have been revised to provide further clarity for the next version of the Draft RFP. |

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| EL-8 | TE 1G-005 Key and Specified Non-Key Requirements | The job descriptions for Qatar Key Positions Transportation and Production Control Supervisors seem broad and complex for Supervisors and may be more appropriate for Managers. Will the Government consider upgrading these positions from Supervisors to Managers in Qatar? | The Government has updated TE 1G-005 and there were changes made to these labor categories. Please see the second draft for updates. |
| EL-9 | Attachment 0002-Draft Staffing Labor Mix; Exhibit TE 1G-0005 Key and Specified Non key Positions | Pertains to Qatar: Supply Technician (Class V) Ammunition is included as a Key Billet in Exhibit TE 1G 005, but it is not included in Attachment 0002. Please clarify. | This was an error. All Key positions have been reviewed and loaded properly into the Attachment 0002. |
| EL-10 | Kuwait / Qatar Attachment 0002 | In Attachment 0002 the Alternate Project Managers are listed as Key Personnel however this is not a stand alone position. Will the Government eliminate this line from Attachment 0002 so we are not adding an additional person to our head count? | The Alternate Project Managers on the Key and Specified Non-Key Technical Exhibit have been revised to provide further clarity for the next version of the Draft RFP. Additionally, the Government updated the Attachment 0002 appropriately. |
| EL-11 | Attachment 002, Page 1, N/A | <p>Column C in Attachment 0002, Staffing and Labor Mix is titled "Offeror Provided Position Title or SCA Position Title". TE1 M-T-S and TE2 M-S-T each describe a Task aligned to the Repair Parts and Materiel Management Tasks PWS Requirements column for Supply Room that has skills requirements that cannot be filled by any one single SCA position.</p> <p>Question: Will the Government clarify that for those tasks that do not map directly to a specific SCA Position Title, an offeror may use a position title created to recognize that a task requires a multiskilled employee?</p> | Yes. The Offeror can use a position title in lieu of an SCA Position Title as column C states "Offeror Provided Position Title" <u>OR</u> "SCA Position Title." Additionally, reference L.5.2.1.1(b) and L.5.2.1.1(c)(6)(x) for further guidance. |

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| EL-12 | RFP Section L - Instructions, Conditions and Notices to offerors, Paragraph L.5.2.1.1(c); pages 61-63; Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix): | L.5.2.1.1(c) Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix) states.....The Offeror's proposal must present a staffing approach which demonstrates a thorough understanding of the effort; provides the expected skill level of each position, to include level of responsibility, in order to properly perform all of the PWS requirements. NOTE: For Technical evaluation purposes only, the Government will utilize the SCA Directory of Occupations (5th Edition) labor category definitions, Exhibit L TE1-G-005 Key & Specified Non-Key Positions or Offeror provided definitions to determine if the proposed labor category is consistent with the task(s) proposed. Proposed position titles not identified in the SCA Directory of Occupations (5th Edition) or Exhibit L TE1-G-005 Key & Specified Non-Key Positions must be defined by the offeror in its SMP. Question: Do the expected skill level and level of responsibility; and the proposed positions not identified in the SCA Director of Occupations or Exhibit L need to be presented separately in the SMP, or is it the Government's intent to ascertain this information from its review of Attachment 0002? | The Government has specified that the Offeror define proposed position titles not identified in the SCA Directory of Occupations (5th Edition) or Exhibit L as, per M.4.2, no assumptions will be made by Government evaluators regarding areas not defined in the Offeror's written proposal. Therefore, the Offeror is advised to provide adequate detail in its SMP as to make it clear to the Government what the intent of the proposed position is. |
| EL-13 | RFP, Page 19, Paragraph L.5.2.1.1.C (5); Exhibit L TE 1G-005 | The RFP allows NATO country and other specific country citizens to fill positions normally limited to US citizens. Exhibit L establishes which positions require a Secret clearance. Since you have opened Key and Specified Non Key positions to NATO citizens is a NATO Secret Clearance acceptable for the positions that require a clearance? | No. The Offeror cannot use NATO citizens with a NATO Secret Clearance for positions that require a Secret Clearance on this contract. Exhibit L has been updated to identify which positions require a U.S. Citizenship. Additionally, refer to PWS paragraph 1.5.2.1 for further guidance. |
| EL-14 | Solicitation, page 76, M.5.1.2 (a) | The Government asks that the contractor identify other Key Personnel. Although it is clear that the Government has not provided the entire staffing solution and that additional FLC 2 employees are needed, will the Government consider dropping the word "Key" from the description of these additional personnel? | M.5.1.2(a) has been updated for the second draft RFP. There is no longer a requirement to identify additional Key Positions. Refer to EL-1 for more information. |

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| EL-15 | Kuwait Site Visit Questions and Answers, KSV-34 and KSV82. TE 1-G-005 Key and Specified Non-Key Positions Kuwait | <p>These two questions both dealt with access limitations based on the type of work performed. The Response to KSV-34 stated "Yes. Lot 52 includes sensitive items and weapons maintenance. The current requirement is all American Nationals with a SECRET clearance. The response to KSV-82 stated "A security clearance level will be required for people handling classified documents or sending/receiving information over the SIPERNET. Weapons repair does not require a secret clearance. TE 1-G-005 specifies that the Armament Manager be a US Citizen with a SECRET security clearance. Taking these three references together, there appears to be a conflict with respect to what the requirements are for SECRET clearances in areas where weapons maintenance is performed. Question: Will the Government clarify the requirement for personnel performing weapons maintenance duties to hold SECRET clearances?</p> | <p>KSV-34 is a response to what the current requirement is. KSV-82 is still correct for the EAGLE task order in that a security clearance level will be required for people handling classified documents or sending/receiving information over the SIPRNET. Weapons repair does not require a secret clearance. TE 1-G-005 has been updated to remove the Secret clearance for the Armament Manager.</p> |
| EL-16 | Exhibit L, TE 1G-005 Key & Specified Non-Key Positions, page 16-17 | <p>The descriptions for ESH Technician, Housing/NTV Coordinator, and Security Guard in Kuwait do not specify citizenship or clearance requirements. Please confirm that there are no citizenship or clearance requirements for these three positions.</p> | <p>Positions identified as EXPAT Citizenship, US Citizenship and/or SECRET security clearance in this Technical Exhibit are clearly identified and required. All other positions in this Technical Exhibit that do not have these identified can be EXPAT or Foreign National without clearance as long as it complies with the FLC1 hours (if applicable) and the employees selected for these positions can meet the duties outlined in TE 1 G-005 and the PWS.</p> |
| Past Performance | | | |

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| PP-1 | Draft Solicitation W52P1J-15-R-0005, Page # 78, Section M.5.2.8 (c) (ii) | Using a single contract reference, prime must have annual average dollar value that meet or exceed \$35M for Maintenance; \$20M for Supply; and \$1M for Transportation. Would the Government consider lowering these thresholds to a level that is not so stringent/restrictive on competition? | The formal RFP revised the average annual dollar value thresholds. The annual average dollar value threshold for Maintenance is \$31M, Supply is \$10M, and Transportation is \$4M This makes the total annual average dollar value required for a Prime reference with all three functional areas \$45M. |
| PP-2 | Draft Solicitation W52P1J-15-R-0005, Page # 78, Section M.5.2.8 (c) (ii) | Using a single contract reference, prime must have annual average dollar value that meet or exceed \$35M for Maintenance; \$20M for Supply; and \$1M for Transportation. Would the Government consider allowing the use of teammates/major subcontractors to meet the threshold? | Teammates/major subcontractors references will be considered as part of the prime's overall past performance. However, in accordance with Section M.5.2.8 (c)(ii) of the RFP, teammates/major subcontractor's references are held to lower annual average dollar values than the prime. The annual average dollar value threshold for Maintenance is \$31M, Supply is \$10M, and Transportation is \$4M This makes the total annual average dollar value required for a Prime reference with all three functional areas \$45M. |
| PP-3 | Draft Solicitation W52P1J-15-R-0005, Page # 78, Section M.5.2.8 (c) (ii) | If an Offeror submitted a response where the Prime has a single contract reference to satisfy \$35M for Maintenance, a Team Member has a single contract reference to satisfy \$20M for Supply; and another Team Member has a single contract reference to satisfy \$1M for Transportation, would each of these contract references be considered relevant? Collectively would these references meet the overall past performance relevancy criteria? | The Government cannot answer hypothetical questions. There are multiple factors the Government must consider in order to determine if a contract reference is relevant or not relevant. It is not solely dependent on the annual average dollar value. However, based on the given scenario, the reference would satisfy the average annual dollar value requirement for Maintenance and Supply. NOTE: The annual average dollar value threshold for Maintenance is \$31M, Supply is \$10M, and Transportation is \$4M This makes the total annual average dollar value required for a Prime reference with all three functional areas \$45M. |

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| PP-4 | Draft Solicitation W52P1J-15-R-0005, Page # 78, Section M.5.2.8 (c) (ii) | The Note in this paragraph states that the Offeror must have a total of \$60M in the total annual dollar value required if the Offeror has one single reference for all three functional areas; however the breakout by function when added together equals \$56M. What are the required values by functional area/total value? | The formal RFP revised the average annual dollar value thresholds. The annual average dollar value threshold for Maintenance is \$31M, Supply is \$10M, and Transportation is \$4M This makes the total annual average dollar value required for a Prime reference with all three functional areas \$45M. |
| PP-5 | Draft Solicitation W52P1J-15-R-0005, Page # 78, Section M.5.2.8(c)(iii) | This paragraph reads that if all three functional areas apply to the Offeror's single contract reference, the annual average dollar value must be at least \$45M for the reference to be determined similar in magnitude and complexity. However, the preceding paragraph has values that are higher (\$56M/\$60M). What are the required values by functional area/total value? | Refer to PP-4 |
| PP-6 | Draft RFP, Section M.5.2.8, page 78 | Is there a conflict on the average annual \$ value. M.5.2.8 (c) (ii) states \$60M average annual value, but M.5.2.8 (c) (iii) states \$45M. | Refer to PP-4 |
| PP-7 | Draft RFP: p.78; Section L 5.2.8.(c) (ii) and M 5.2.8.(c) (iii) | It is unclear what the dollar value of a single contract reference needs to be. In section M.5.2.8.(c)(ii) states the minimum contract reference must average \$60M with minimum breakout of Maintenance \$35, Supply \$20M, and Transportation \$1M. But, M.5.2.8.(c)(iii) states that "When reviewing a contract reference for magnitude and complexity, the evaluator will determine the functional areas contained in a contract reference for the Offeror. For example, if all three functional areas apply to the Offeror's single contract reference, the annual average dollar value must be at least \$45M for the reference to be determined similar in magnitude and complexity. Can the Government please clarify what the minimum average dollar value needs to be in order to be determined similar in magnitude and complexity? | Refer PP - 4 |

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| PP-8 | M.5.2.8(c)(ii) e) and M.5.2.8(c)(iii) ; page 78 | <p>Paragraph M.5.2.8(c)(ii) e) states that "\$60M is the total annual average dollar value required if the Offeror has one single reference with all three functional areas (Maintenance, Supply and Transportation)." Paragraph M.5.2.8(c)(iii) states "...if all three functional areas apply to the offeror's single contract reference, the annual average dollar value must be at least \$45M for the reference to be determined similar in magnitude and complexity." Accordingly, both \$60M and \$45M are presented as the annual average dollar value for references that include all three functional areas and, as such, create an ambiguity in the requirement. Further, these conflicting amounts are both very high and, as a result, may have the unintended consequence of limiting competition for this effort. Would the Government consider a lower average annual value in order for still very relevant references submitted for the BOA (or references newly submitted with this proposal, if allowed) to be considered and to avoid either limiting competition or favoring the incumbent contractor?</p> | Refer to PP-1 & PP-5 |
| PP-9 | Draft RFP: p.78; Section M 5.2.8. | <p>Past Performance Thresholds – The dollars values established appear to limit the number of prime contractors. Has the Government done an evaluation to determine how many Primes BOA Holders currently qualify to bid based on the thresholds defined in the Draft RFP?</p> | ACC-RI has confirmed that multiple EAGLE BOA holders have past performance references that meet the thresholds established for the APS-5 acquisition. |
| PP-10 | General | <p>Would the Government consider relaxing the Past Performance requirement to allow Third Country National (TCN) provided providing 20% or more of the subcontract effort to provide past performance? We recognize that Past Performance is not to be submitted with this task order, but done at the BOA level, however, due to the complexities associated with managing a TCN workforce it was not known what TCN provider(s) we may be using when the BOA annual review process occurred earlier this year.</p> | For the purposes of past performance evaluations only, TCN/FN providers will not be considered a subcontractor or teammate. Past performance for TCN/FN providers will not be considered in the Offeror's confidence rating. |

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| PP-11 | General | Will the Government accept, and treat as similar, multiple past performances where the totals of the contracts meet or exceed contract minimums but not necessarily individually (i.e. Multiple Task Orders issued under an IDIQ)? | No. Each contract reference must meet the requirements in M.5.2.8 to be considered relevant. As such each individual contract to include specific task orders are considered stand-alone references. |
| PP-12 | RFP Section M.5.2.8 c (i) (2) | Will an offeror's past performance be evaluated at the contract or task order level? | Past Performance will be evaluated at the task order level. |
| PP-13 | Draft RFP, M.5.2.8 Relevant, page 78 | Please clarify the relevancy evaluation of Offeror's (1) OCONUS past performance: " Must have executed performance simultaneously on a single contract at two or more geographically separated locations (i.e., Installations, Forward Operation Base (FOBs), Sites, Cities, States, Countries) in a contingent or non-contingent operation. NOTE: In accordance with M.5.2.2(a)(1), greater consideration will be given to the depth and breadth of performance/experience in a contingency environment OCONUS at two or more geographically separated locations with performance in Maintenance." (2) contract values for Maintenance, Supply and Transportation: "Annual Average Dollar must meet or exceed the minimum level of relevant experience - Maintenance: Offeror (Prime) Reference \$35M average annually, b) Supply: Offeror (Prime) Reference \$20M average annually, Transportation: Offeror (Prime) Reference \$1M average annually. (Prime): \$60M is the total annual average dollar value required." What is the government's position regarding the Prime and Sub for this evaluation criteria? | (1) The Government cannot accurately determine what needs to be clarified. (2) The Government is uncertain what the Contractor is asking for as far as the Government's position. The Government has provided its evaluation criteria for contract reference relevancy in Section M.5.2.8 of the RFP. Please be sure to monitor the revised Draft RFP and formal RFP as these values are subject to change. NOTE: The annual average dollar value threshold for Maintenance is \$31M, Supply is \$10M, and Transportation is \$4M This makes the total annual average dollar value required for a Prime reference with all three functional areas \$45M. |
| PP-14 | RFP Section M.5.2.8 c (i) (2) | How do the dollar thresholds identified in this section relate to the dollar thresholds identified in M.5.2.8 c (iii)? | Section M, Paragraph M.5.2.8 c (i) (2) states "Must have executed performance simultaneously on a single contract at two or more geographically separated locations (i.e. Installations, Forward Operation Base, Site, Cities, States, Countries) in a contingent or non-contingent operation." There are no dollar thresholds referenced in Section M, Paragraph M.5.2.8 c (i) (2) identifies the AADV for a single contract reference with various functional areas. |

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| PP-15 | M.5.2.8(c)(i)(2) | <p>Must have executed performance simultaneously on a single contract at two or more geographically separated locations (i.e., Installations, Forward Operation Base (FOBs), Sites, Cities, States, Countries) in a contingent or non-contingent operation.</p> <p>Question: Will the Government consider revising the relevancy criteria to REQUIRE performance in a contingency environment OCONUS at two or more geographically separated locations with performance in Maintenance, Transportation and Supply?</p> | <p>No. The Government will not change the relevancy criteria to require performance in a contingency environment at two or more locations to be relevant.</p> |
| PP-16 | L.5.3; Pages 65-66 | <p>Will the Government reconsider and allow additional past performance references to be submitted with an offeror's proposals based on the fact that the evaluation criteria is unique to this bid?</p> | <p>Please reference EAGLE BOA Holder's letter dated 16 July 2015. BOA Holders had until 17 August 2015 to provide additional contract references at the BOA level. Submission of additional contract references at the task order level will not be allowed.</p> |

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| | | | <p>Please reference EAGLE BOA Holder's letter dated 16 July 2015 paragraph 3 which states in part " BOA Holders have until 17 August 2015 to provide additional contract references at the BOA level. Submission of additional contract references at the task order level will not be allowed. If a BOA Holder has demonstrated organizational capability without the reliance of teammates in any or all of the functional areas of Maintenance, Supply and Transportation, and thereby determined to be self-sufficient, the BOA Holder, in accordance with the BOA and Task Order RFP, is allowed to propose only itself and/or any subcontractor(s) for those functional areas in subsequent task order proposals. If a BOA Holder has a major subcontractor(s) it may use on future Task Order Competitions, BOA Holders are allowed to submit past performance references for the major subcontractor(s) as part of Past Performance Data Call and during any subsequent past performance updates that occur with the Annual Reviews and additions/revisions process." BOA Holders had until 17 August 2015 to provide additional contract references at the BOA level. Submission of additional contract references at the task order level will not be allowed.</p> |
| PP-17 | RFP 3. Section L.5.3 – Past Performance | <p>If an offeror holds a BOA as a single prime contractor with no teammates, but wishes to bring on a subcontractor for this specific bid, where will the subcontractor present its past performance?</p> | |
| PP-18 | RFP Section M.5.2.9 | <p>How many of an offeror's past performance references submitted during step two of the Eagle BOA proposal or during open enrollment have to be similar in magnitude and complexity (i.e. meet the average annual dollar thresholds identified) for the offeror to receive a performance confidence rating of Substantial?</p> | <p>The number of past performance references is not solely determinative of an Offeror's Past Performance Confidence Rating. Multiple factors determine an Offeror's overall confidence rating, including the rating themselves and the facts behind those ratings.</p> |
| Page Limits | | | |

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| PL-1 | DRAFT - W52P1J-15-R-0005, page 61, paragraph L.5.2.1.1(a)(3) | This paragraph limits the Staffing and Management Plan (SMP) to 20 pages. Given that Offerors must provide their overarching methodology used to determine skills sets/skill levels, provide staffing rationale and assumptions, identify additional key personnel positions, define proposed positions not identified in the Service Contract Act (SCA) Directory of Occupations (5th Edition), and address several other requirements specified in Section L.5.2.1.1 for the Kuwait and for Qatar basically two separate projects (each with separate PWS requirements), will the Government increase the page limit of the SMP to 30 pages? | The second draft RFP has been updated for the SMP. The Government has removed some requirements and added others. The Government has also increased the page count from 20 to 24 to account for these changes. |
| PL-2 | DRAFT - W52P1J-15-R-0005, page 63, paragraph L.5.2.1.1(d)(4) | The Transition-in Approach is limited to 4 pages. Given that the successful Offeror will need to interface with a total of four separate outgoing contractors at two different sites, we request that the page limit for the transition-in approach be increased to 6 pages so there is adequate space to respond to all of the information specified in L.5.2.1.1(d). | The Transition-in Approach has been expanded to 6 pages for the second draft RFP. |
| PL-3 | RFP Page(s): 63/64- L.5.2.1.1(d) Transition-in Approach | Four pages have been allocated for the Transition-In Approach. Given that there are two distinct sites involved, with distinct organizations, customers, and requirements (per PWS C-5 and C-6), this page count appears insufficient to address meaningfully the transition activities and schedule. Question: Would the Government consider increasing the page count? At a minimum, we request at least four pages for each site (Qatar and Kuwait). | The Transition-in Approach has been expanded to 6 pages for the second draft RFP. |
| PL-4 | DRAFT - W52P1J-15-R-0005, page 64, paragraph L.5.2.1.3 | The Organizational Diagram (OD) is limited to 4 pages. We request this section be expanded to 7 pages so there is adequate space to provide a separate organizational diagram for each location (Qatar and Kuwait) and all other information specified in L.5.2.1.3. | The Organizational Diagram has been expanded to 6 pages for the second draft RFP. |

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| PL-5 | Solicitation Section L; Page 64, L.5.2.1.3(a)(3) | Will the Government increase the page limit for the Organizational Diagram to 6 pages in order to accommodate the large size of the contract and the multiple sites where work is being performed? | The Organizational Diagram has been expanded to 6 pages for the second draft RFP. |
| PL-6 | <p>DRFP, pg. 60-65, paras L.5.2.1.1(a) (3); L.5.2.1.1 (d) (4); L.5.2.1.2 (a) (3); and L.5.2.1.3 (a) (3);</p> <p>DRFP pages 74-75, para M 4.1, STEPs 1 & 3;</p> <p>DRFP, pg. 73, para M.4.1 (which references FAR15.101-1 (c) that permits tradeoffs among cost and non-cost factors, does not specifically define “non-cost factors” and therefore does not prevent the Government from evaluating the technical factor on a qualitative basis);</p> <p>DRFP H-2, pg. 17 (in which the Government states it will use qualitative ratings for post contract award CPARS reports); and</p> <p>PWS: Sections C-1, para 1.1.5, pg. 1(in which the Government “relies upon the experience of knowledgeable Contractors to employ innovative techniques necessary to deliver successful work plans, staffing strategies and management approaches; and Sections C-5 PRS (Qatar) pages 18 26; 43-47; and 59-63; and C-6 PRS (Kuwait) pages 19-27; 45-49; and 60-63, respectively (which together devote 42 pages to detail the many Performance Requirements Standards expected of the contractor after contract award).</p> | <p>Will the Government revise its Best Value Tradeoff Process by: (a) evaluating the Technical Factor in STEP 1 using qualitative assessment ratings, specifically by changing the Technical Factor basis from “Acceptable/Unacceptable” to “Excellent/Very Good/Satisfactory/Unsatisfactory”;</p> <p>(b) assessing such technical evaluation qualitative ratings in STEP 3 at the subfactor levels (Staffing and Management Plans; Transition-In Approach; Mission Essential Contractor Services; and Org Diagram);</p> <p>(c) placing Technical as the most significant factor, followed next by Past Performance (and further, making both Technical and Past Performance when combined as significantly more important than the Cost/Price factor) in its tradeoff analysis and superiority determination (since omitting a qualitative rating of the technical factor/subfactors would in effect reduce a superiority determination solely to past performance, and thus diminish the operational value of selecting an offeror that presents a superior technical solution that would lower operational risk and give the Government very high confidence that the awardee will meet or exceed all PWS Performance Requirements Summary Standards);</p> <p>(d) increasing the Technical Factor total page count from 30 pages to 70 pages with subfactor page breakdown of:</p> <p>(1) Staffing and Management 50 pages;</p> <p>(2) Transition-in 5 pages (no change);</p> <p>(3) Mission Essential Services 5 pages;</p> <p>(4) Organizational Diagram 10 pages), in order to enable the Government to comprehensively determine the qualitative superiority an offeror’s proposals?</p> | <p>Given the nature of the requirement, the limited opportunities for innovation in the areas of maintenance, supply, and transportation, and the constrained fiscal environment, it has been determined that it is not in the best interest of the government to perform a trade-off on a technical approach for this acquisition. Additionally, refer to PL-1, PL-2 and PL-4 in reference to the page count increases for the Technical volume.</p> |
| PL-7 | Draft Solicitation Mission Essential Contractor Services Page 64, para L.5.2.1.2 | As there are two Camps with different functional tasks, will the Government consider allowing two separate two (2) page MECS write ups, one for each camp? | The Government does not see a requirement for an increase in pages for the MECS. |
| Performance Work Statement & CDRLS | | | |
| PWS-1 | General PWS Page 15, Section C-1 para, 1.5.2.2 | Can the Government provide the user level AWRD/LMP operator manuals? | Yes, these manuals can be provided at award. |
| PWS-2 | Attachment 0013 | It appears as though almost every PWS task is considered essential. Will the Government verify the MECS tasks? | The Government verified these tasks and they are considered essential. |

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| PWS-3 | PWS C-1, Page, C-1, 1.8 | <p>Safety Requirements."...The plan shall include all commercial and/or industry best practices in accordance with work being performed under this effort..."The term "<u>all</u> commercial or industry best practices..." is very broad.</p> <p>Question: How is the Government defining "all" in order for Offerors to understand how they will be evaluated on using "all commercial and/or industry best practices"?</p> | <p>The word "all" has been removed from the PWS. Additionally, this is not an evaluation criteria for the RFP. This will be required as a CDRL due 30 days after Notice to Proceed.</p> |
| PWS-4 | PWS Section C-1; page 15 par 1.5.3.1 | <p>The paragraph requires the contractor to store classified material. Will the Government provide an approved storage facility that has appropriate security? Or will the storage facility be co-located with the Government?</p> | <p>If required, the Government will provide an approved storage facility or reimburse the Contractor for said facility.</p> |
| PWS-5 | PWS Section C-1; page 19 par 1.6.1 and page 20 par 1.6.8; 1.6.8.1 | <p>Is it the Government's intent to have two ISO-certified sites, or are contractors expected only to be compliant? To be certified there must be enough data to make the determination for certification. With only 12 months of data, it is unclear that determination would be possible. The APS-4 and APS-3 programs require compliance only. Please clarify certification must be accomplished in 12 months or 180 days.</p> | <p>The second draft RFP PWS has been updated to indicate that the Contractor must be ISO-compliant within 180 days after notice to proceed. The ISO-certification requirement was removed.</p> |
| PWS-6 | PWS Section C-1; page 21 par 1.7.2 | <p>Paragraph 1.7.2 is unclear as to which site the Environmental Coordinator (EC) shall reside, or if there shall be an EC assigned to both Kuwait and Qatar sites. There are a number of positions throughout the PWS similarly undefined. Will the Government please clarify which site the EC (and similar positions) are to reside, or if there should be an EC at each site? If it varies, will the Government consider language in its PWS that clarifies when positions should be at both sites, or reside at a specific site?</p> | <p>PWS paragraph 1.7.2 has been updated to reflect that a Environmental Coordinator shall be appointed at both sites.</p> |

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| PWS-7 | PWS Section C-1; page 26 par 1.10.12 and Section C-3 page 7 par 3.8.6 | Can the Government provide what outside services are being provided to each site in support of custodial services? | In Qatar, the custodial services are provided by another contract. In Kuwait, some custodial services are provided by another contract. The Government has identified hours in TE 1 M-S-T-001 Kuwait Minimum Functional Labor Category 1 Hours for Grounds Maintenance / Custodial services for the APS-5 Contractor. The Offerors do not need to propose any hours for custodial services for Qatar. |
| PWS-8 | PWS Section C-1; page 27 par 1.11.6 | The paragraph indicates that the contractor will provide a variety of LIS support and training as required by the KO. There is no workload data to support the level or scope of the requirement. Can the Government be more specific as to the intent of the KO to support the automated systems mission? | This is an unforecasted requirement with no workload at this time. For RFP purposes, the Offerors do not have to propose FLC1 hours for PWS paragraph 1.11.6. |
| PWS-9 | PWS Section C-5; page 10 par 5.7.1 | Recommend that class of supply III be classified as III(P). This will better determine the actual material being stored and accounted for. There does not appear to be a bulk fuel storage and issue point as part of the PWS or contract. | PWS 5.7.1 has been updated to indicate CL III(P) |
| PWS-10 | PWS Section C-5; page 13 par 5.9.1 | During the site visit, it was pointed out that maintenance of overhead cranes would be the responsibility of the contractor. At most other facilities, the Government's Department of Public Works (DPW) maintains similar equipment. Will the Government revise PWS paragraph 5.9.1 to include the functions described to Overhead Cranes? | PWS 5.9.1 has been updated to include overhead cranes. |

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| PWS-11 | PWS Section C-5; page 40 par 5.19 and Section C-6 page 42 par 6.19 | The PWS paragraphs have several conflicting statements. Subparagraph 5.19.1 (same verbiage in section C-6) indicates that the contractor prepares an equipment issue plan, yet Par 5.19.5 indicates that the Government directs arrangement of equipment for issue. Par 5.19.6 also states that the contractor reviews government plans. It would be assumed that an internal APS-5 Qatar or Kuwait Government SOP exists that outlines the entire hand-off and issue process that has been planned, exercised, and reviewed in its entirety. The wording indicates the new contractor is to establish a new equipment issue plan. Request the Government clarify the contractor's requirement for a handoff and issue plan for both sites. | Yes. The Contractor is responsible to provide the Master APS Readiness, Maintenance and Deployment Plan as required by CDRL SS-16. |
| PWS-12 | PWS Section C-6; page 5 par 6.1.6 and PRS starting on page 19 | The PWS paragraph indicates a requirement for a 90% readiness rate of all equipment regardless of storage condition. Starting on page 19, the PRS chart does not indicate this performance metric. Request the Government validate the readiness rating requirement and add to the PRS if valid. | The PRS has been updated to reflect this requirement. |
| PWS-13 | PWS Section C-6; page 1 and TE 1G-005 Key and Specified Non-Key Requirements | Based on the scope and magnitude of the security mission in Kuwait, which is significantly more than Qatar, there is no Security Manager designated as Key. Although it states that not all Key positions have been identified, the PWS paragraph 6.0.2 states that the contractor shall appoint a PSO utilizing an existing employee. There are no other existing employee job descriptions or skill sets that would provide the requisite knowledge and experience required. Will the Government consider assigning a Plant Security Officer (PSO) to the Kuwait site as a Key Position? | A Security Manager has been added to the Key Positions for Kuwait. |

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| PWS-14 | General-CDRLS | For the CDRL deliverables that require Government approval, request the Government also include a statement in the CDRL document stating if Government Comments or Approval is not received within the stated timeframe, the CDRL/Report is deemed accepted. The addition of this statement will reduce the time and effort on the Contractor and Government in tracking which CDRLs/reports have been approved and not. | The Government will not add this statement. If there is a Government caused delay, the Government will take that into consideration. |
| PWS-15 | General-CDRLs | Many CDRL deliverable contain the following language "Format: Contractor developed, Government approved." What is the timeframe for Government approval of the CDRL format? Please confirm that after the initial Government approval of the format, the Government will not require additional revisions to the CDRL format. | The Government will provide a timely response for CDRL formats. If there is a Government caused delay, the Government will take that into consideration. Additionally, there may be a requirement for additional CDRL revisions in the future. |
| PWS-16 | PWS 1.3.3.1, Section C-1. Page 6 | Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. Questions: Does this requirement apply to both AN and FN labor? | Per the policy, this requirement applies to DOD contractors, DOD sub-contractors, volunteers and third country nationals (TCN) traveling or deploying to the CENTCOM AOR and working under the auspices of the DOD. |
| PWS-17 | APS-5 Kuwait Qatar - Formal Q&As | Based on the numerous references to what is / is not reimbursable from the answers to the formal questions, will the Government consider updating the list of Government surrogate ODC CLIN reimbursable and non-reimbursable items defined in PWS Section 1.12 Other Direct Costs? Visas costs seem to have not been updated in the PWS. | Visa costs were included in the PWS 1.12. The Government does not see a requirement to update this PWS paragraph. Per L.5.4.2.6.5, there are 2 types of ODCs defined. Visa costs are an ODC that should be included in the proposed FFP life support expense. |

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| <p>PWS-18</p> | <p>Attachment 0001 - Kuwait_Qatar Performance Work Statement (track changes), Section C-1 Page 8</p> | <p>1.3.12 All Contractor personnel must possess the appropriate security clearances as prescribed in the DD Form 254 provided for this effort prior to start of work. Upon notification that an employee has been denied a SECRET security clearance or is in any manner incapable of obtaining a SECRET security clearance that employee will be removed from performance on this contract. Any deviation from this standard will be defined in subsequent modifications. Contractor employees with access to restricted areas or classified data will be subject to additional security requirements. Upon request, the Contractor shall ensure employees complete questionnaires and other forms for applicable security levels. Failure to obtain required security clearances shall not constitute a reason for non-performance. The Government will not sponsor interim clearances. Contractor personnel who are in or expected to fill a position requiring a security clearance, as identified in TE 1G-005, shall have the appropriate security clearance prior to starting work. The Contractor is responsible to ensure anyone requiring access to information has the appropriate clearance.</p> <p>Question: Can the USG confirm that all positions require clearances have been identified in TE 1G-005 KEY AND SPECIFIED NON KEY POSITIONS, TE 1 M-S-T-001 QATAR MINIMUM FUNCTIONAL LABOR CATEGORY 1 HOURS, TE 1 M-S-T-001 KUWAIT MINIMUM FUNCTIONAL LABOR CATEGORY 1 HOURS?</p> | <p>The Government will not confirm. The Government has identified all positions requiring Secret Security clearances that the Government considers Key or Specified Non-Key positions. It is the Offeror's responsibility to ensure it is in compliance with PWS 1.3.12.</p> |
| <p>PWS-19</p> | <p>Attachment 0001 - Kuwait_Qatar Performance Work Statement Page 17 Para 1.5.7.2</p> | <p>Is the contractor responsible for maintenance of the IDS system? If so who is the manufacture and what is the systems model?</p> | <p>The Contractor is not responsible for maintenance of the IDS.</p> |

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| PWS-20 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page 20 Para 1.6.8 | The PWS states a ISO audit plan must be submitted within 30 days. Only the incumbent could produce a realistic schedule within 30 days. A rudimentary audit plan subject to change could be produced within 30 days however its effectiveness would be considered low. For a new awardee they will need to implement their process and determine what data points and measures of success are relevant. Additionally they will need to analyze a proposed schedule for least amount of disruption to the process and for the effectiveness prior to proposing a schedule. The process will take at a minimum of 30-60 days to implement with a audit plan submitted within 90 days. | PWS 1.6.8 and CDRL PM-25 have been revised to 95 days after Notice to Proceed for formal RFP. |
| PWS-21 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page 23 Para 1.8.5 | The Contractor is responsible for load testing. Who is responsible for the weights and there certification? Is the contractor required to have a crane certifying official? | Test, Measurement, and Diagnostic Equipment (TMDE) would provide certification for weights. The Contractor shall ensure that only qualified personnel are assigned to the inspection, testing, and maintenance of lifting devices in accordance with Technical Bulletin (TB) 43-0142 and AR 750-1. The Contractor is not required to have a crane certifying official; however, the Contractor may be required to pay for a 3rd party to do certifications via ODCs. |
| PWS-22 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page 28 Para 1.12.1 | ODC are in most cases reimbursable, however para states "ODCs specifically exclude the following: subcontractor labor, security clearance verification costs, employee training (except certain Government required training that is normally provided on the job), any program management costs , pre-employment drug screening, any Class I (food/water), individual comfort items, and/or passenger cars." Could the govt explain what they mean by "any program management costs"? | Program Management costs would include items such as, but not limited to: off site leases (i.e., sites that aren't listed on Government Furnished Facilities); any costs associated with running off site locations (printers, computers, etc.); corporate travel, corporate meetings, etc. Of note, labor cannot be billed to ODCs. |
| PWS-23 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C - 3 ii Para 3.4 | GSA vehicles is a reserved paragraph Does this mean no GSA vehicles will be maintained or used by the contractor? | At this time, there are no GSA vehicles on this contract. |

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| PWS-24 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 3 Page 5 Para 3.6.5.3 | States "No warranty claims will be submitted for less than \$300.00 total value, per vehicle." How will the contractor record under \$300 warranty issues? | PWS 3.6.5.3 has been removed from PWS for final RFP. All warranty claims are to be entered in AWRDS per PWS 3.6.5.1. |
| PWS-25 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 5 Page 5 Para 5.3.3 | States the contractor is required to meet or exceed standards set by the KO. Are these mutually agreed upon or are the unilaterally set? Some examples would be extremely helpful. | Harsh environment requirements or COSIS requirements may deviate AR 750-1. COSIS TM 38-470 dictates other standards. This PWS paragraph has been updated with TM 38-470. |
| PWS-26 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 5 Page 29 Para 5.13.6.2 | When does the requirement begin? Is there any relief for 1st month of performance after award? | Per CDRL SS-05, block 12, the date of the first submission is 95 days after notice to proceed. As for the second question, it does not apply as this CDRL is due 95 days after notice to proceed (not within the 1st month.) |
| PWS-27 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 5 Page 38 Para 5.17.4.5 | States "The Contractor shall perform weekly inventories of all ammunition." Does the govt expect the contractor to do a physical inventory of "All AMMO" weekly? As written this could mean all small arms ammo must be inventoried weekly, not withstanding sensitive items this seems excessive. | PWS 5.17 AMMO (Patriot) refers to the Patriot missile only. There are NO small arms ammo requirements. The weekly inventory of all ammunition is for the Patriot missile only. |
| PWS-28 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 6 Page 1 Para 6.0.1.5 | States "The Contractor shall install and perform maintenance for the CCTV." Is a system in place now? Who decides where cameras should be? Are all cost are reimbursable to include a 3rd party installer and maintainer? | PWS 6.0.1.5 has been updated to remove sentence for "install and perform maintenance of CCTV". Of note, the contractor may be required in the future to use the CCTV. |
| PWS-29 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 6 Page 2 Para 6.0.2.2 | Is it the govt intention to have the LOC manned 24/365 regardless of operations? | Yes. Refer to TE 1G-003 which states: "Logistics Operations Center (LOC) 24 hour ops / 7 days a week (minimal night staff)" |
| PWS-30 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 6 Page 8 Para 6.3.3 | Please clarify by example what "not align with AR 750-1 standards, but are aligned with program requirements" means? | Harsh environment requirements or COSIS requirements may deviate AR 750-1. COSIS TM 38-470 dictates other standards. This PWS paragraph has been updated with TM 38-470. |

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| PWS-31 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 6 Page 13 Para 6.5.8 | Does the govt provide the recovery pumps for refrigerant? | Yes, Items are specified in TE 3G-002 Government Furnished Equipment as "REFRIGERANT RECOVERY MACHINE" and "REFRIGERANT RECOVERY SYS". |
| PWS-32 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page 6 Para 1.3.3.1 | Is the cost of re-evaluation physicals reimbursable? | In accordance with Section L, Paragraph L.5.4.2.6.5.1(b)(1)(iv), medical testing is part of the Firm Fixed Price Contractor Proposed Life Support Expenses. |
| Transition-in & Evaluations | | | |
| Eval-1 | Draft RFP, Section B | FFP Transition – The Draft RFP is showing the Transition CLIN is Firm Fixed Price. Given the dynamics of the Operational Tempo on the program a FFP CLIN for Transition puts a lot of risk on the contractor and provides a significant advantage to the incumbent. A bidder can develop and price a transition approach however, once on contract the Transition Plan is to be submitted and adjusted based on changes caused by the Outgoing Contractor and the Government. Would this trigger a re-pricing of the Transition CLIN? Recommend the Government consider a Plug Number for Transition much like the Afghanistan RFP. This approach seems to make it fair for all bidders. | The EAGLE program traditionally has utilized a firm-fixed-price Transition-In approach. The Government determined that Transition-in performances uncertainties can be identified and reasonable estimates of their cost impact can be made. As with any competition, the incumbent contractor could have an advantage. However, given the magnitude of this effort and all cost proposal areas Offerors can be competitive, the three month FFP Transition-in does not provide a significant advantage for the incumbent to prejudice other Offerors. Further, the Transition-in period is sufficient to reduce schedule risk to the new contractor. The FFP will not be re-priced unless there is a change to the Transition-in requirements; in such case, the Contracting Officer will issue a contract modification reflecting the changes to Transition-in. |
| Eval-2 | RFP L.5.2.1.1(d)(6)(ii) and Attachment 5 | Using the EAGLE Afghanistan AFSB 401st solicitation as a guide, will the Government consider a government-provided plug number for transition-in CLINs 0001AA and 0001AB for evaluation purposes? Due to the potential magnitude of OCONUS transitioning, the incumbent contractor will always have a significant cost advantage even though all other aspects of the offeror's proposal may not fully meet the Governments requirements. | See Eval-1 |

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| Eval-3 | | <p>Will the Government consider changing elements of transition to cost reimbursable (with fixed fee or award fee) CLINs and/or the use of plug numbers in transition in order to better level the playing field between bidders?</p> | <p>See Eval-1</p> |
| Eval-4 | <p>Solicitation Section M; Page 74, M.4.1; Page 75, M.4.4.1</p> | <p>M.4.1 states that Technical Proposals will be evaluated on an acceptable or unacceptable basis and that no additional credit will be given for exceeding acceptability. M.4.4.1 later states that if discussions are needed, only highly rated technical proposals will remain in the competitive range. Please clarify what classifies a proposal as highly rated.</p> | <p>In accordance with Section M, Paragraph M.4.4.1 The Government intends to award without discussions with respective Offerors. IF AND ONLY IF discussions are conducted at Step 1, the Government will make a competitive range determination, in accordance with FAR 15.306, based on the ratings of each Technical proposal against the Technical Factor evaluation criteria. In accordance with FAR 15.306(c), if discussions are opened, the Government will evaluate all proposals in accordance with FAR 15.305 (a) and establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The Government cannot define a "highly rated proposal" prior to the evaluation of the proposal. Proposals with significant misunderstandings of the requirements or proposals requiring major revisions could be determined to not be a "highly rated proposal." At step 1, The competitive range could consist of both technically acceptable and technically unacceptable proposals that are determined to be highly rated proposals.</p> |
| Eval-5 | <p>Draft Solicitation Page 61, para L.5.2.1.1 (b) (2) and para L.5.2.1.1.(b) (3)</p> | <p>Does the Government want bidders to provide different approaches for the delivery of services for the accountability, asset visibility, and maintenance of items indicated in PWS 5.13.9 and PWS 6.13.16 and for the remainder of the items that make up the equipment?</p> | <p>Section L has been updated for the second draft RFP and the language in Section L pertaining to PWS 5.13.9 and 6.13.16 has been removed.</p> |

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| Eval-6 | Draft Solicitation, Page 74 + 75, Paragraphs M.4.1 and M.4.4.1 | <p>M.4.1 indicates under STEP 1 that Technical Volumes will be evaluated on an Acceptable/Unacceptable basis. Then, M.4.4.1 states that the Government will make a competitive range determination based on the ratings of each Technical proposal against the Technical Factor evaluation criteria and only highly rated Technical proposals will remain in the competitive range.</p> <p>Question: Please clarify this discrepancy.</p> | <p>There is no discrepancy. In accordance with Section M, Paragraph M.4.4.1 The Government intends to award without discussions with respective Offerors. IF AND ONLY IF discussions are conducted at Step 1, the Government will make a competitive range determination, in accordance with FAR 15.306, based on the ratings of each Technical proposal against the Technical Factor evaluation criteria. In accordance with FAR 15.306 c, if discussions are opened, the Government will evaluate all proposals in accordance with FAR 15.305 (a) and establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The Government cannot define a "highly rated proposal" prior to the evaluation of the proposal. Proposals with significant misunderstandings of the requirements or proposals requiring major revisions could be determined not to be a "highly rated proposal." At step 1, The competitive range could consist of both technically acceptable and technically unacceptable proposals that are determined to be highly rated proposals.</p> |
| Eval-7 | EAGLE APS-5 Kuwait_Qatar - Draft Solicitation - W52P1J-15-R-0005, Section L.4.1.2, pages 58-59 | <p>If the Offeror's proposal fails to meet the terms and conditions of the RFP or takes exception to any of the terms and conditions of the RFP, it shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award." Will the Government please outline all elements to be included in an Offeror's proposal in order to be considered compliant with local labor laws in Kuwait and Qatar? Without specific instructions on compliance, Offeror's interpretations of the meaning of compliance will likely vary, increasing the risk to an Offeror of being ineligible for award.</p> | <p>Refer to L.5.1.10 of the RFP as it was added for the revised draft RFP for Maximum hours per year requirements. Additionally, see response to EFG-19.</p> |
| Eval-8 | RFP Section L.5.4.2.3 | <p>What methodology will the Government use to ensure all bidders are in compliance with host country labor laws for evaluation purposes?</p> | <p>Refer to L.5.1.10 of the RFP as it was added for the revised draft RFP for Maximum hours per year requirements. Additionally, see response to EFG-19.</p> |

General - Technical

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| GEN-1 | General | Request the Government specifically identify the differences in scope at each site. | The PWS is set up such that Section 5 addresses Qatar and Section 6 addresses Kuwait. Additionally, several of the Technical Exhibits are site specific. The Government will not provide any other documentation at this time. |
| GEN-2 | General | How does the Government intend to ensure that all Offeror are comply with local labor laws? For example, based on past history, Kuwait labor laws can be quite strict and complex with regards to standard work hours, overtime etc... | Reference Section L, Paragraph L.5.1.10 |
| GEN-3 | RFP, H.3, page 16 | H.3 indicates having adequate property management practices? What does this mean? Is the Government's expectation that the Contractor have a Government approved Property Management System in place at contract award? | Reference Section L, Paragraph L.5.1.7.3 which states "In accordance with FAR 52.245-1(b) Property management, Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession accountable to the contract. The system of internal controls shall be adequate to satisfy the requirements of this clause. In doing so, the successful Offeror shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property accountable to the contract. The Offeror may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation). Offerors shall provide a written plan detailing its system of internal controls to manage Government property in its possession. Offerors' property management plan must address all elements under FAR 52.245-1(f) Contractor plans and systems. This plan shall be submitted with the Offerors' proposal. The Contracting Officer will review Offerors' property management plan as part of a responsibility determination in accordance with FAR 9.104-1. Note: After award, the successful Offeror will be required to update its property management plan specific to the place of performance sites." |

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| GEN-4 | General | Will the Government be providing Contractor access to Government Standard Operating Procedures in the final RFP? Having this information available during the proposal preparation will greatly assist Offerors in developing a thorough transition in approach/plan. | SOPs will be provided after award and during the transition-in period but not as part of the formal RFP. |
| GEN-5 | General | Will the Government be providing the current Contractor SOP during transition? | The Government will provide appropriate Government owned SOPs after award and during the transition-in period but not as part of the formal RFP. |
| GEN-6 | General | Please confirm that the Contractor be entitled to perform an assessment of all facilities and equipment during the 6 month phase in period to ensure facilities and equipment are safe for Contractor use and operating properly? If the Contractor encounters an issue that would impact the operational capability or safety function of the facility/equipment, please confirm that will be addressed between the Government and Contractor for remedy and that Contractor will not be penalized for delays? | Transition is 95 days, not 6 months. However, it is acknowledged that currently some of the facilities and equipment are not operating properly. If the facility or equipment is not operating properly, the Contractor will not be penalized for delays. Of note, equipment and facilities will be repaired at the Government's discretion. |
| GEN-7 | General | Please confirm that the Contractor will be entitled to perform an environmental baseline assessment at each location during transition in period? | The Contractor may perform an environmental baseline; however, an environmental baseline assessment during any period will not be reimbursed by the Government under this contract. In any event, an environmental baseline will not provide the contractor indemnification. |
| GEN-8 | General | Please confirm that any issues brought to the attention of the Government during the baseline assessment will be remedied prior to Contractor base period start and Contractor will not be penalized for delays in performance as a result of uncorrected issues. | If issues are brought to the attention of the Government during a baseline assessment, any remedy will be at the Government's discretion. The Government cannot address hypothetical questions such as whether the Contractor will be penalized for delays in performance. Decisions regarding contractor liability will be made based on assessments at the time. |

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| GEN-9 | General | Please confirm that Contractor is only responsible for environmental damages, claims and fines that are the result of willful misconduct or gross negligence of Contractor personnel. Contractor is not liable for damages, claims or fines as a result of third part negligence. | The Government cannot address hypothetical questions such as the contractor is only responsible for environmental damages, claim and fines that are the result of willful misconduct or gross negligence of Contractor personnel nor can the Government speculate if the Contractor would be totally absolved as a result of third party negligence. |
| GEN-10 | General | Please confirm that the Contractor will be entitled to perform an environmental closeout at the completion of the period of performance and following the assessment and period of performance the Contractor will no longer be liable for any environmental liabilities, fines or damages. | The Contractor may perform an environmental closeout; however, an environmental closeout during any period will not be reimbursed by the Government under this contract. |
| GEN-11 | General | Can the Government advise if there are any SOFA or bilateral agreements/Treaties applicable to Contractor personnel performing work in Kuwait/Qatar. If so, please provide these agreements and incorporate them by reference into the RFP. | There are no agreements which touch upon contractor compliance with local law. |
| GEN-12 | RFP Section L.5.4.2.3 | Will the Government perform an independent cost estimate (ICE)? | Yes. |
| GEN-13 | RFP Section L.5.4.2.3 | Will the labor hours/rates used in the ICE (if performed) be based on host country labor laws? | The IGCE was based on the hours provided for Kuwait and Qatar in Section L.5.1.10 Maximum Hours per Year. |
| GEN-14 | RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.3.1.1; page 65 | Would a subcontracted FN Labor Broker not listed in the Offeror's BOA Attachment 0002 - Team Arrangement, yet still expected to perform 20% or more of the Offeror's total estimated dollar value, be considered a Major Subcontractor? | For the purposes of past performance evaluations only, TCN/FN providers will not be considered a subcontractor or teammate. Past performance for TCN/FN providers will not be considered in the Offeror's confidence rating. |

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| GEN-15 | Draft Solicitation, Pg. 59, Para L.5.1.8 | <p>The document does not define Labor Brokers as referenced in the Teaming Matrix. Are labor brokers vendors who provide only labor support personnel at the request of the Prime Contractor without any assignment of tasking in specific PWS areas? Are labor brokers distinguished separately from Teammates/Subcontractors for purposes of L.5.4.2.6.2(a) & L.5.4.2.6.2(b) and are they exempt from the requirements to submit supporting cost data and/or sealed package information?</p> | <p>For the purposes of past performance evaluations only, TCN/FN providers/labor brokers will not be considered a subcontractor or teammate. Past performance for TCN/FN providers/labor brokers will not be considered in the Offeror's confidence rating. Except for past performance evaluation purposes, all RFP references to subcontractor include TCN/FN providers/labor brokers. Therefore, the Offeror will be responsible for submitting requested information for all subcontractors, including TCN/FN providers/labor brokers, in accordance with the RFP. TCN providers/labor brokers are not exempt from L.5.4.2.6.2 (a) and L.5.4.2.6.2 (b) nor are they exempt from submitting supporting cost data.</p> |
| GEN-16 | DRFP, Page 65, L.5.3.1.1 | <p>We consider labor brokers as vendors and not major subcontractors, regardless of the total contract dollars. Question : Does the Government consider labor brokers, who provide Foreign National (FN) labor, a vendor or a subcontractor subject to the requirements of the solicitation's "major subcontractor" requirements and do these numbers go into the teaming matrix?</p> | <p>See GEN-15</p> |
| GEN-17 | DRFP, Page 42, I-126 (f)(1) | <p>States in Part "Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying." Neither the RFP nor the PWS identify the Deployment Center. Question: Will the Government confirm that the Deployment Center will be the CRC operated at Fort Bliss, Texas?</p> | <p>Government Contractors currently travel to the Ft. Bliss CRC via the El Paso, TX International Airport. Transportation from the airport to Ft. Bliss is available to Government Contractors via the Military liaison located near the car rental area. If the liaison is not present, call at 915-568-5098. Preregister before arrival with the following link: https://www.bliss.army.mil/CRC/</p> |

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| GEN-18 | PWS C-1, Page 8, 1.3.13 | <p>This paragraph establishes the requirements for contractor employees to obtain Common Access Cards. It does not however make any provision for Local National or Third Country National employees to obtain USG issue Smart Cards.</p> <p>Question: Will the Government support the Contractor in obtaining USG issued Smart Cards in order that Local National (LN) or Third Country National (TCN) employees who can meet the vetting requirements can operate these systems?</p> | <p>Yes. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card".</p> |
| GEN-19 | Site Visit | <p>During the site visit in Kuwait, the Government stated that they scan every piece of equipment every day for accountability purposes. Can the Government verify that this is the practice in Kuwait and is this practice also followed in Qatar?</p> | <p>The scanning of the equipment depends on the scenario. Both sites operate in the same manner in that the equipment is scanned during the cyclic and monthly inventories and when it is moved.</p> |
| GEN-20 | | <p>Does the contractor have a requirement to generate and maintain service orders in anything other than a government provided program? Is there a requirement for the contractor to provide a commercial off the shelf (COTS) enterprise management system to track service orders, parts, assets, etc.?</p> | <p>No. All "programs" will be provided by the Government.</p> |
| GEN-21 | Attachment 012 - Draft DD254 Security Form, - Item 15 | <p>The statement reads "Place of performance for this contract is on Government Installations. The 402nd Army Field Support Brigade is responsible for oversight/inspection responsibilities for this contract." This is different from the PWS which states the 401st AFSB. Please clarify.</p> | <p>The Draft DD254 will be updated to reflect the 401st AFSB.</p> |
| GEN-22 | Solicitation, page 76, para M.5.1.2 (c) | <p>Will the Government provide a listing that includes the quantities and their locations (both the site [Kuwait and Qatar] and location on the site [containerized, on vehicle, arms room]) of the "non-cataloged items" that require special handling?</p> | <p>The RFP requirement for "non-cataloged items" has been removed as there are minimal items classified as "non-cataloged". Therefore, the Government will not provide the requested listing.</p> |
| GEN-23 | Exhibit L TE 1G-005 Key and Specified non Key Positions | <p>Who is the COMSEC Manager in Qatar, the Government or the Contractor?</p> | <p>All positions in this TE are Contractor positions. Of note, Exhibit L has been updated. Please refer to the 2nd Draft RFP.</p> |

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| GEN-24 | Attachment 0010 | On Attachment 10, how should we account for transition? | Transition should be included as part of the Total Estimated Dollar Value within the Attachment 0010 "Teaming Matrix." |
| GEN-25 | Attachment 0010 | Reading the FAR in regards to subcontracts indicates no distinction is made between vendors, suppliers, and subcontractors. They are all considered subcontractors. Note (B) on Attachment 0010 directs bidders to list all proposed subcontractors. Is it the Government's intent that bidders list all subcontractors on Attachment 0010 Teaming Matrix to include vendors and material suppliers to include those providing services for transition and for items covered in ODCs. | No. It is not the Government's intent to have Prime list all vendors, material suppliers, etc. as costs of this nature should be included as part of Prime's Total Estimated Dollar Value in Attachment 0010. It is also not the Government's intent to have the Prime list all vendors, material suppliers, etc.. for its teammates/subcontractors as costs of this nature should be included as part of the teammate's/subcontractor's Total Estimated Dollar Value in Attachment 0010. However, the Offeror shall list all subcontractors, including TCN/FN providers/labor brokers, and teammates on Attachment 0010 that will be providing labor support for the Prime contractor. |
| GEN-26 | | Can the Government confirm U.S. citizens are the only nationality that is eligible to perform in a role requiring a Secret level security clearance? | That is correct. US Citizens are the only nationality that is eligible to perform in a role requiring a Secret level security clearance. The Offeror cannot use NATO citizens with a NATO Secret Clearance for positions that require a Secret Clearance on this contract. Exhibit L has been updated to identify which positions require a U.S. Citizenship. Additionally, refer to PWS paragraph 1.5.2.1 for further guidance. |
| GEN-27 | RFP L.5.2.1.1(d)(6)(ii) | The reference paragraph indicates only Kuwait personnel would deploy through the CRC. Can the Government verify if personnel assigned to Qatar will also require deployment through the CRC? | Contractor personnel for Qatar will also require deployment through the CRC. The RFP has been updated to remove "for Kuwait only". |

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| GEN-28 | L.5.4.2.3 | <p>The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. Offerors are responsible for complying with Kuwait and Qatar labor laws. Offerors shall provide an affirmative statement that they understand and will fully comply with the current Kuwait and Qatar labor laws. If a Teammate/Subcontractor who will be performing in any functional area (i.e. Maintenance, Supply, Transportation) is submitting an independent cost proposal, then that Teammate/Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format. Offerors (and Teammate(s)/Subcontractor(s)) shall adhere to the following...</p> <p>Question: Can the Government confirm that host nation sponsorship by a Kuwaiti company is still a requirement?</p> | <p>The Government is aware the incumbent contractors operating in Kuwait have host nation sponsorship. However, an Offeror should provide independent analysis to determine if a sponsorship is still a requirement.</p> |
| GEN-29 | RFP, Attachments and Exhibits | <p>There is a lack of consistency in the use of the terms Foreign National (FN) and Third Country National (TCN). The term FN is used in the RFP while the term TCN is used in the Exhibits, specifically Exhibits M and N. Please clarify which term will be used for this procurement.</p> | <p>Foreign National is the correct term. Exhibits M and N have been updated to reflect this.</p> |

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| GEN-30 | <p>FLC1 Exhibits F TE1 M-S-T-001 and G TE1 M-S-T-001; Exhibit M TE 1G-006 and N TE 1 G-006 Government Furnished Services for Kuwait and Qatar.</p> | <p>On the site visit the USG stated that a Common Access Card (CAC) is needed to operate AWRDS and STAMIS. Exhibits M and N indicate that CACs will be issued to US Citizens, TCNs, and Local Nationals (LN). Please clarify that TCNs and LNs can operate AWRDS and STAMIS. Please also clarify if NATO citizens and citizens of Australia, Japan, and Sweden can obtain a CAC and operate AWRDS and STAMIS.</p> | <p>FNs can access some Government information systems. For FNs that require access to Government IT systems, if required, the personnel will be subject to a National Agency Check for issuance of an Alternate Smart Card Log-on/ASCL or "Smart Card". Exhibits M and N have been updated to reflect this information. Reference FLC1 Exhibits F TE1 M-S-T-001 and G TE1 M-S-T-001 tasks which identify the specific tasks the FNs can perform when determining which Government IT systems the Government is allowing FNs to access for the RFP.</p> <p>NATO citizens and citizens of Australia, Japan, and Sweden are not authorized CACs. However, these individuals can be issued an Alternate Smart Card Log-on/ASCL or "Smart Card" to operate AWRDS and STAMIS. Exhibits M and N have been updated to reflect this information.</p> |
| GEN-31 | <p>Draft Solicitation, Page 59, Paragraph L.5.1.8</p> | <p>The RFP requires that the offeror populate Attachment 0010 with the full company name, CAGE Code, role of participant, functional area(s) to be performed, total estimated dollar value, percent of participation, basis of selection (competitive/non-competitive) and cost proposal submittal method for all roles, including labor brokers. Question: Are offerors required to include life support subcontractors on Attachment 0010 as well?</p> | <p>Yes</p> |
| GEN-32 | <p>RFP Section L.5.2.1.1 c (6) (v) "FTE numbers are to be consistent throughout the base period and "option Periods 1-3." Do not assume any change in requirements"</p> | <p>Does this statement imply that offerors can not propose reduced FTE's in the option years based on efficiencies identified within their technical approach if their approach is deemed acceptable?</p> | <p>Correct. All FTE numbers are to be consistent throughout the base period and option periods.</p> |
| GEN-33 | <p>EAGLE APS-5 Kuwait_Qatar - Draft Solicitation - W52P1J-15-R-0005, Section H-2, Contractor Performance Management Review, Part c, Page 16</p> | <p>Would the government consider a limit to the penalty of critical nonconformance and allow the contractor to negotiate a conformance plan to fix any nonconformance and earn in part or whole the portion of fee assessed?</p> | <p>Section H-2 states in part "The Contractor will be given the opportunity to comment and respond to issued CARs and or CDRs during the PMR prior to the Government executing a fee decrement." The Government cannot address hypothetical critical nonconformance scenarios.</p> |

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| GEN-34 | Draft RFP, Page 64, Paragraph L.5.2.1.1 (d) (6) (ii) | Offerors are to address mitigating CONUS CRC lead times for Kuwait Only. Can the Government advise what, if any, are the requirements to process through CRC for deployment to Qatar? | L.5.2.1.1(d)(6)(ii) has been updated to remove the language of "for Kuwait only". The CRC requirements are the same for both Kuwait and Qatar. |
| GEN-35 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | Mobile Communications Device Fees are listed as an ODC to be reimbursed via the Government Surrogate CLINs. How are expenses incurred for mobile phone units and mobile phone calls to be treated - as a reimbursable ODC or as a FFP Life Support Expense or possibly as a cost to be included in the Transition In CLINs? | After contract Fully Operational Capability (FOC), expenses incurred for mobile phone units and mobile phone calls should be included as part of the ODC Government Surrogate CLIN. |
| GEN-36 | PWS C.7 Page 13, 1.4.7 | This paragraph states in part "The Contractor shall provide its staffing by cost center or shop monthly, along with the associated work order information. This is also referred to as a Contractor manpower equivalent (CME) shop spread. This calculation identifies the Contractor's labor against the amount of work performed for any given month." Question: Can the Government define what it means by internal order and what a CME spread is? | There are cost centers and shop assignments defining every area on the APS-5 footprint. The contractors shall provide their staffing / CME spread for each of these defined areas with the associated work orders for that area. Internal order is similar to a Fund Code. |
| GEN-37 | PWS, Page 6, Section 1.3.3 | Is the cost associated with medical screening prior to deployment and/or the yearly physical required for personnel deployed for more than one year a reimbursable mobilization cost and included in the Government surrogate ODC CLINs? | Medical screenings and yearly physical expenses associated with the Transition-in Phase should be included in the Transition-in FFP CLINs including any anticipated medical expenses due to employee turnover. After FOC, medical screenings and yearly physical expenses are included in the FFP Life Support CLINs. |
| GEN-38 | Pg 71, RFP, L.5.4.2.5 Provide a consolidated table of FTEs/Headcounts by primary task area. The Offeror shall provide the cross references by line item from the technical proposal and the cost proposal plus the calculations of FTEs and associated pricing for those FTEs | How does the Government define primary task area? | Refer to PWS 1.1.5 which states "Each section of this document contains a table of contents where the primary task areas / actions / requirements are identified." Therefore, the primary task areas are listed in the table of contents before each section of the PWS (i.e., 5.2 Materiel Maintenance Support; 5.3 Materiel Programs / Efforts; 5.4 Arms and Sensitive Item Maintenance, etc.) |

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| GEN-39 | Pg 67, RFP, L.5.2.1.1 (d) (6) (ii) CRC requirement | Is Mil Air available for transporting employees from CRC to Kuwait and Qatar? | Please refer to the following website: https://www.bliss.army.mil/CRC/contractors.html |
| GEN-40 | Pg 67, RFP, L.5.2.1.1 (d) (6) (ii) CRC requirement | Is on-base housing available for employees during CRC? | Please refer to the following website: https://www.bliss.army.mil/CRC/contractors.html |
| GEN-41 | Solicitation Section L.5.2.1.1(b) | Section L requires Offerors to include appropriate duty descriptions for all position tiles proposed that are not in the SCA Directory of Occupations (5th Edition) or TE 1-G-005 Key & Specified Non-Key Positions. Would the Government please exclude these descriptions from page count? | No |
| GEN-42 | Solicitation, page 64, L.5.2.1.1.(b) (4) | Since the Notional Scenario was added after the site visit and was not discussed during the site visit, will the Government reconsider providing the current SOPS that apply to the equipment issue plan? | No. Reference TM 38-470 and FM 3-35.1 as outlined in PWS 6.19 Equipment Issue Plan (Operations). |
| GEN-43 | L.5.1.10 | What is the current workweek as performed by the incumbent(s) in Kuwait and Qatar? | The Government does not release incumbent information. Refer to TE 1G-003 Hours of Operation for the requirement for this RFP. |
| GEN-44 | 2nd Draft RFP, Page 67, L.5.2.1.1(d)(6)(ii) | L.5.2.1.1(d)(6)(ii) A realistic and feasible approach to effective and timely recruiting and hiring of a qualified workforce to include adequately mitigating any Continental United States (CONUS) Replacement Center (CRC) lead time in order to be ensured FOC is achieved no later than 90 days after Notice to Proceed (NTP). Question: Are all employees, regardless of nationality, required to attend CRC? Are non-US "Expats" or FNs required to attend CRC? | Only American Nationals attend CRC. |

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| GEN-45 | Exhibit U, TE 5M-002, pages 5-6, ASG-ADA Transportation Reimbursable Customer and Exhibit L, TE-1G-005, Page 7. | <p>TE 5M-002 Qatar Reimbursable Customers provides cost reimbursable customers and a detailed scope of work for the customers. For example, under the ASG-ADA Transportation Reimbursable Customer a detailed descriptions is provided for Patriot movement support. The PWS for Qatar provides a comprehensive treatment of Patriot scope that includes Maintenance, COSIS, and Transportation which also aligns with the Key personnel position descriptions. However Exhibit U TE 5M-002 references only transportation. Understanding that the PWS is the ruling scope document, How should Exhibit U TE 5M-002 be interpreted as a PWS supplement and / or just general information?</p> | <p>TE 5M-002 is referencing the transportation for the Patriot Missile, itself for that reimbursable customer. The PWS and TE 1G-005 are inclusive of the APS-5 stock and all reimbursable customers; therefore, there may be differences between TE 5M-002 and the rest of the RFP documents. TE 5M-002 is treated like all other TEs.</p> |
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Cost/Price Questions

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| CP-1 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | <p>Visas are listed as an ODC to be reimbursed via the Government Surrogate CLINs, yet Sponsorship is listed as a FFP Life Support Expense. How are expenses incurred as part of the residency visa acquisition process (photographs, entry permit, police clearance, attestations, document translations, medical testing, fingerprinting, etc.) to be treated - as a reimbursable ODC or as a FFP Life Support Expense or possibly as a cost to be included in the Transition In CLINs?</p> | <p>The PWS has moved the listing of Visas from the reimbursable ODCs to the firm-fixed-price (FFP) Life Support expenses. All costs related to Transition-in to include Visas and associated costs (photographs, entry permit, police clearance, attestations, document translations, medical testing, fingerprinting, cancellation charges, etc.) shall be captured in the Offerors firm-fixed-price Transition-in proposal. After contract Fully Operational Capability (FOC), these expenses shall be included as part of the FFP Life Support CLIN.</p> |
| CP-2 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | <p>Visas are listed as an ODC to be reimbursed via the Government Surrogate CLINs, yet Sponsorship is listed as a FFP Life Support Expense. How are costs incurred for health cards, civil ID cards, and drivers licenses to be treated - as a reimbursable ODC or as a FFP Life Support Expense or possibly as a cost to be included in the Transition In CLINs?</p> | <p>All costs related to Transition-in to include Visas and associated costs (photographs, entry permit, police clearance, attestations, document translations, medical testing, fingerprinting, cancellation charges, etc.), Sponsorship and any associated costs (health cards, civil ID cards, and drivers licenses, etc.) shall be captured in the Offerors FFP Transition-in proposal. After contract Fully Operational Capability (FOC), these expenses shall be included as part of the FFP Life Support CLIN.</p> |

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| CP-3 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | Visas are listed as an ODC to be reimbursed via the Government Surrogate CLINs. Are visa cancellation charges, typically incurred when an employee is out-processing from their assignment in Kuwait and Qatar, also considered reimbursable ODCs? | The PWS has moved the listing of Visas from the reimbursable ODCs to the FFP Life Support expenses. During Transition-in, Visa cancellation charges are part of the Offeror's firm-fixed-price Transition-in proposal. After contract Fully Operational Capability (FOC), Visa cancellation charges shall be included as part of the FFP Life Support CLIN. |
| CP-4 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | DBA insurance is listed as a FFP Life Support Expense. How are costs incurred for other insurances (employers liability, general liability, automobile liability, etc.) to be treated - as a reimbursable ODC or as a FFP Life Support Expense or possibly as a cost to be included in the Transition In CLINs? | The Offeror's proposal shall include these costs within their indirect rates. After award, if the Offeror can adequately demonstrate their disclosed accounting procedures normally include these costs under ODCs, the Offeror will be allowed to submit a revised proposal. |
| CP-5 | Draft Solicitation, Page 71, Paragraph L.5.4.2.6.6.1(b) | DBA insurance is listed as part of the Firm-Fixed-Price Life Support ODC CLINs. Question: Will the Government consider revising the solicitation to create separate cost reimbursable CLINs for DBA insurance in order to save the Government money? Contractors will likely bid profit on DBA in order to cover unexpected DBA market changes. The Government will be guaranteed to pay a premium for DBA and not receive the traditional benefit of DBA "at cost" if it is an element of the FFP CLINs. | No. |
| CP-6 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | Travel Expenses are listed as an ODC to be reimbursed via the Government Surrogate CLINs, yet Rest & Relaxation Travel Expenses are listed as a FFP Life Support Expense. How are expenses incurred for vacation airline tickets, typically to/from the worker's country of origin, to be treated - as a reimbursable ODC or as a FFP Life Support Expense? | In accordance with L.5.4.2.6.5.1(b)(1)vi, the FFP Life Support ODC CLINs shall include "... all travel expenses relating to any contractor provided Rest and Relaxation trips the Offeror may provide its employees." Travel under the ODC CLIN is mission related only and approval from the Government is required before the contractor can incur any mission related travel expenses. Note that the Offerors FFP Transition-in is inclusive of any required travel during the Transition-in and cannot be charged to ODCs. |

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| <p>CP-7</p> | <p>Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs</p> | <p>Mobilization is listed as an ODC to be reimbursed via the Government Surrogate CLINs. Are demobilization costs also a reimbursable ODC?</p> | <p>All mobilization and demobilization costs associated with the Transition-in phase should be included in the Transition-in FFP CLINs including any anticipated mobilization/demobilization due to employee turnover during Transition-in. After FOC, mobilization and demobilization costs resulting from Government directed change orders, are included in the cost reimbursable ODCs. However, reference Section L, Paragraph L.5.4.2.6.5.1 (b)(1)(viii) which states "All expenses related to contractor employee turnover during FOC including mobilization and demobilization." Therefore, mobilization and demobilizations costs associated with employee turnover or attrition during FOC are not covered under the cost reimbursable ODC and must be included in the Offerors firm-fixed-life support price.</p> |
| <p>CP-8</p> | <p>RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.1.4.1 AND Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs</p> | <p>RFP Section L appears to state all personnel mobilization costs are to be included in the FFP Transition In proposal. However, PWS Section C-1 lists Mobilization as an ODC to be reimbursed via the Government Surrogate CLINs. Would the Government please clarify which mobilization costs are to be included in the Transition In CLINs and which mobilization costs are to be included in the reimbursable ODC CLINs?</p> | <p>All mobilization and demobilization costs associated with the Transition-in phase should be included in the Transition-in FFP CLINs including any anticipated mobilization/demobilization due to employee turnover during Transition-in. After FOC, mobilization and demobilization costs resulting from Government directed change orders, are included in the cost reimbursable ODCs. However, reference Section L, Paragraph L.5.4.2.6.5.1 (b)(1)(viii) which states "All expenses related to contractor employee turnover during FOC including mobilization and demobilization." Therefore, mobilization and demobilizations costs associated with employee turnover or attrition during FOC are not covered under the cost reimbursable ODC and must be included in the Offerors firm-fixed-life support price.</p> |

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| CP-9 | Attachment 0001, Performance Work Statement; Section C-1, General Requirements; Paragraph 1.12, Other Direct Costs | Do the reimbursable ODCs listed in Section C-1, Paragraph 1.12, such as Visas, also apply to costs incurred for Foreign National manpower procured through the use of a subcontracted Labor Broker? | The PWS has moved the listing of Visas from the reimbursable ODCs to the firm-fixed-price (FFP) Life Support expenses. All costs related to Transition-in to include Visas and associated costs (photographs, entry permit, police clearance, attestations, document translations, medical testing, fingerprinting, cancellation charges, etc.) shall be captured in the Offerors firm-fixed-price Transition-in proposal. After contract Fully Operational Capability (FOC), these expenses shall be included as part of the FFP Life Support CLIN. |
| CP-10 | Attachment 0001 - Kuwait_Qatar Performance Work Statement.pdf, Page # 28, Paragraph # C.1.12.1 | <p>Paragraph C.1.12.1 states: "ODCs specifically exclude the following: subcontractor labor, security clearance verification costs, employee training (except certain Government required training that is normally provided on the job), any program management costs, pre-employment drug screening, any Class I (food/water), individual comfort items, and/or passenger cars. NOTE: this is not a comprehensive list."</p> <p>Question: We understand prime contractor, subcontractor and/or labor broker Fringe Benefit costs, including H&W, are excluded from the surrogate plug number. Can the Government please confirm?</p> | Yes, the prime contractor, subcontractor and/or labor broker Fringe Benefit costs, including health and welfare, are excluded from the surrogate plug number. |
| CP-11 | RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.2.6.6.1 (a) | If a subcontracted FN Labor Broker incurs ODCs that are defined in C-1 of the PWS as being included in the Government's surrogate number for the non-fee bearing CLINs, is the subcontracted FN Labor Broker also prohibited from applying fee to such C-1 listed costs? | No fees apply to ODCs. |
| CP-12 | Draft Solicitation, Pages 66 to 72, Paragraph L.5.4 | Question: Is it correct to assume that life support providers and labor brokers (subcontractors) do not need to provide pricing in excel with supporting documentation and rationale because they are not performing in a functional area (ie. Maintenance, Supply, or Transportation)? | All proposed costs for the prime, subcontractors (inclusive of labor brokers) must be supported and submitted in accordance with the Section L Cost/Price Factor. |

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| CP-13 | Draft Solicitation, Pages 66 to 72, Paragraph L.5.4 | Question: Is there a specific requirement (including format instructions) to include life support and labor broker proposals and selection documentation with our RFP response? | All labor provided through a subcontract via a labor broker shall be proposed in accordance with the solicitation requirements in Section L.5.4.2.6 through L.5.4.2.6.1(b). The costs associated with providing labor broker services shall be captured in the FFP life support CLIN under ODCs in Section L.5.4.2.6.5 through L.5.4.2.6.5.1(b)(4). The instructions have been revised with regard to CPFF Labor and the FFP life support. |
| CP-14 | EAGLE APS-5 Kuwait_Qatar - Draft Solicitation - W52P1J-15-R-0005, Section L.5.4.2.6.6.1(b) (1), paragraph 2, Page 71 | Please confirm that the increase in firm-fixed-price Life Support expense if required will be fee bearing at a reasonable fee. | Government increases to scope or workload will be based on the monthly FFP amount proposed. See Section L.5.4.2.6.5.1(b)(3)(i) and L.5.4.2.6.5.1(b)(3)(ii). |
| CP-15 | Solicitation, Page 71, L.5.4.2.6.6.1(b) | The RFP provides a list of expenses that must be included as Contractor Proposed ODCs. As accounting treatment of the costs listed varies offeror to offeror, would the Government consider adding the following (or similar) language: "Contractor ODCs shall be proposed IAW the Offeror's accounting policies and procedures. If any of these ODCs are applicable and should be proposed as ODCs, they shall be priced in Attachment 0005 - Cost/Price Matrix under the CLIN titled "ODCs - Contractor Proposed. If any of these defined ODCs are included elsewhere in the proposal, the Offeror shall clearly identify for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently, where those ODCs are priced within the proposal." | Reference Section L, Paragraph L.5.4.2.6.5.1(b), which states Firm Fixed Price Contractor Proposed Life Support Expenses CLINs 0012 and 0013; These CLINs are to encompass all life support expenses. |

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| CP-16 | General | <p>How does the Government intend to evaluate the pricing for the transition in to ensure a level playing field? The incumbent contractor will likely have minimal transition in costs which will provide a more advantageous price. Suggest the Government not include the transition in costs in the Evaluated Price.</p> | <p>The EAGLE program traditionally has utilized a firm-fixed-price Transition-In approach. The Government determined that Transition-in performance uncertainties can be identified and reasonable estimates of their cost impact can be made. As with any competition, the incumbent contractor could have an advantage. However, given the magnitude of this effort and all cost proposal areas Offerors can be competitive, the three month FFP Transition-In does not provide a significant advantage for the incumbent to prejudice other Offerors. Further, the Transition-in period is sufficient to reduce schedule risk to the new contractor. The FFP will not be re-priced unless there is a change to the Transition-in requirements; in such case, the Contracting Officer will issue a contract modification reflecting the changes to Transition-in.</p> |
| CP-17 | Draft RFP, Section B | <p>FFP Life support – Recommend that Life Support should be Cost Plus since there is a direct relationship to the labor which is CPFF.</p> | <p>Life Support will remain FFP.</p> |
| CP-18 | <p>EAGLE APS-5 Kuwait_Qatar - Draft Solicitation - W52P1J-15-R-0005.pdf, Page # 67, Paragraph # L.5.4.1.4.1</p> | <p>Paragraph L.5.4.1.4.1 states: "The Offerors firm fixed-priced transition-in proposal shall include all cost / price elements for performance from notice to proceed until full operational capability is achieved." This contradicts what was asked in Solicitation W52P1J15R0004, which states that "The Government is providing a surrogate Cost Plus Fixed Fee (CPFF) CLIN 0001AA on Attachment 0005 for transition-in (labor and fee ONLY)."</p> <p>Question: L.5.4.1.4.1 provides a significant cost advantage to the incumbent that has been eliminated in prior EAGLE solicitations. Will the Government provide a surrogate plug number for transition as was done in Solicitation W52P1J15R0004?</p> | <p>Transition In will remain FFP. See Question CP-16.</p> |

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| CP-19 | RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.2.3 | Paragraph L.5.4.2.3 states: "The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. Offerors are responsible for complying with Kuwait and Qatar labor laws. Offerors shall provide an affirmative statement that they understand and will fully comply with the current Kuwait and Qatar labor laws. If a Teammate/Subcontractor who will be performing in any functional area (i.e. Maintenance, Supply, Transportation) is submitting an independent cost proposal, then that Teammate/Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format." Are we correct in interpreting "independent cost proposal" as meaning a cost proposal submitted independently and directly to the Government through FBO.gov? | Yes. |
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| <p>CP-20</p> | <p>RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.2.6</p> | <p>Paragraph L.5.4.2.6 states: "The Offeror and its proposed Teammates/Subcontractors (or affiliated divisions/subsidiaries, etc.) shall submit a Cost/Price Proposal in accordance with L.5.4.2.6.2(a). The information detailed in L.5.4.2.6.2(a) is required for the Offeror and its proposed Teammates/Subcontractors. This is required whether the Teammates/Subcontractors were selected on a competitive or non-competitive basis and who will be performing in any functional area (i.e. Maintenance, Supply, Transportation)." Does this requirement to submit a Cost/Price Proposal IAW L.5.4.2.6.2(a) apply to a subcontracted FN Labor Broker not listed in the Offeror's BOA Attachment 0002 - Team Arrangement, yet still expected to perform 20% or more of the Offeror's total estimated dollar value and expected to have a proposal value exceeding \$1 million for the total 4 years of performance - even though the FN Labor Broker will not be submitting an independent proposal directly to the Government and the FN Labor Broker will not be responsible for performing Maintenance, Supply or Transportation services specified in the PWS, rather they will simply be providing supporting staff to the prime contractor who will not be subcontracting elements of work within the PWS to the FN Labor Broker and shall remain responsible for all project management, project supervision, project oversight, project performance and worksite technical direction?</p> | <p>Revisions have been made to Section L. Yes. All work proposed to be completed in the Offeror's proposal, whether by the Prime or the Prime's Teammate/Subcontractor, must be accounted for as part of the Offeror's Cost Proposal Volume in accordance with the solicitation Sections; L.5.4.2.6.1 (a) or L.5.4.2.6.1 (b). The Offeror, in addition to its own cost proposal, must ensure all of its Teammates/Subcontractors have provided their individual cost proposals either as part of the Prime's submission or submitting independent of the Prime directly to the Government. The overall Cost Volume of an Offeror must account for all costs proposed.</p> |
| <p>CP-21</p> | <p>RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.2.6.5(a)(3)</p> | <p>Paragraph L.5.4.2.6.5(a)(3) includes the following instruction: "For proposal preparation purposes only, for the base year and all option years, the Offeror shall not apply escalation." Does this instruction apply to labor rates for subcontracted FN personnel provided by a FN Labor Broker? If yes, how will the FN Labor Broker recoup costs associated with labor rate escalations?</p> | <p>Yes. Please reference Section G regarding capped direct labor rates.</p> |

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| <p>CP-22</p> | <p>RFP Section L - Instructions, Conditions and Notices to Offerors, Paragraph L.5.4.2.6.5</p> | <p>Paragraph L.5.4.2.6.5 states, 'The Offeror shall provide the rate data as stated in the paragraphs below for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently.' Is the Offeror required to provide rate data for a subcontracted FN Labor Broker not listed in the Offeror's BOA Attachment 0002 - Team Arrangement, yet still expected to perform 20% or more of the Offeror's total estimated dollar value and expected to have a proposal value exceeding \$1 million for the total 4 years of performance - even though the FN Labor Broker will not be submitting an independent proposal directly to the Government and the FN Labor Broker will not be responsible for performing Maintenance, Supply or Transportation services specified in the PWS, rather they will simply be providing supporting staff to the prime contractor who will not be subcontracting elements of work within the PWS to the FN Labor Broker and shall remain responsible for all project management, project supervision, project oversight, project performance and worksite technical direction?</p> | <p>Yes. All work proposed to be completed in the Offeror's proposal, whether by the Prime or the Prime's Teammate/Subcontractor, must be supported as part of the Offeror's Cost Proposal Volume. In accordance with the solicitation, the Offeror, in addition to its own rate data, must ensure all of its Teammates/Subcontractors have provided their individual cost proposals either as part of the Prime's submission or submitting independent of the Prime directly to the Government.</p> |
| <p>CP-23</p> | <p>Solicitation Section H; Page 17, H.5 Capped Indirect Rates</p> | <p>Please clarify that this clause is only applicable to those subcontractors that are on a cost plus fixed fee (or other cost reimbursable) basis. Recommend this clause only applies to those subcontractors that are on a cost plus fixed fee or other cost reimbursable contract.</p> | <p>This applies to all Cost Type CLINS.</p> |

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| CP-24 | Draft Solicitation, Pg 69, Para L.5.4.2.6.2(a) | This paragraph requires Offerors to submit Certified Cost or Pricing Data however it would seem that adequate competition for this solicitation should exempt Offerors from the submission of Certified Cost or Pricing data. Recommend removal of language requiring submission of Certified Cost or Pricing data. | Section L.5.4.2.6.1(a) states, "For the Offeror and its proposed Teammate(s)/Subcontractor(s) who will enter into Cost type subcontracts for the CPFF CLINs, The Offeror and its Teammate(s)/Subcontractor(s) who will be performing in any functional area (i.e., AGS, Maintenance, Supply, Transportation), shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel Format, with working formulas/algorithms -prepared in accordance with FAR 15.408- Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures and bases of estimates in accordance instructions at FAR 15-2." The Offeror is not required to provide a Certificate of Current Cost or Pricing Data in accordance with 15.406-2. |
| CP-25 | Draft Solicitation, Pg 69, Para L.5.4.2.6.2(a)&(b) | These paragraphs require submission of detailed cost element proposals from Offerors and proposed Teammates/Subcontractors. Past experience with subcontractors/vendors in Kuwait and Qatar has shown that they do not have accounting systems which track costs to this level. Recommend removing requirement for submission of supporting data as shown in these paragraphs for subcontractors/vendors who do not have adequate accounting systems and are bid utilizing fixed hourly labor rates. | Section L.5.4.2.6.1 has been revised, Section L.5.4.2.6.1(b) states, "For the Offeror's proposed Teammate(s)/Subcontractor(s) who will enter into FFP type subcontracts under the CPFF CLINs, the Offeror's Teammate(s)/Subcontractors(s) shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed FTEs, and proposed firm fixed rates/prices for all periods of performance. The Offeror must provide their detailed price reasonableness determination of the FFP subcontracted costs for each subcontract." |
| CP-26 | Draft Solicitation, Page 68, para L.5.4.2.6.1 (a) | The referenced section appears to indicate the Allocation Tab in Attachment 0005 should be saved as a separate, independent file named Offeror's_Name_Sub/Team_Name__Vol_4_Comp Select. Is it the Government's intent for bidders to separate the Allocation Tab from the file named Attachment 0005 - Draft Cost-Price Matrix and save as a separate file, leaving only the Cost-Price Matrix Tab in the Attachment 0005 file? | This has been corrected, Section L has been revised. |

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| <p>CP-27</p> | <p>Draft Solicitation - W52P1J-15-R-0005.pdf, Page # 69, Paragraph # L.5.4.2.6.2 (a)</p> | <p>Paragraph L.5.4.2.6.2 (a) states: "The Offeror and its proposed Teammates/Subcontractors, with proposal values exceeding \$1,000,000 for the total four years of potential performance and who will be performing in any functional area (i.e. Maintenance, Supply, Transportation), shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel format, with working formulas/algorithms - prepared in accordance with FAR 15.408 - Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures and basis of estimates in accordance with instructions at FAR 15-2"</p> <p>Question: Please clarify whether Paragraph L.5.4.2.6.2 (a) applies to competed local labor brokers, specifically are they required to prepare their proposal in accordance with FAR 15.408 - Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures and basis of estimates in accordance with instructions at FAR 15-2?</p> | <p>Yes, Please note that Section L has been revised - See Paragraphs L.5.4.2.6.1 through L.5.4.2.6.1 (b).</p> |
| <p>CP-28</p> | <p>Draft Solicitation, Page 69, Paragraph L.5.4.2.6.2(a)</p> | <p>Is a detailed cost element proposal in accordance with FAR 15.408 required for subcontractors with proposals exceeding \$1,000,000 who will be performing in any functional area (ie. Maintenance, Supply, and Transportation) even if the selection was based on adequate price competition which is normally an exemption from providing certified cost or pricing data?</p> | <p>Section L.5.4.2.6.1(a) states, "For the Offeror and its proposed Teammate(s)/Subcontractor(s) who will enter into Cost type subcontracts for the CPFF CLINs, The Offeror and its Teammate(s)/Subcontractor(s) who will be performing in any functional area (i.e., AGS, Maintenance, Supply, Transportation), shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel Format, with working formulas/algorithms -prepared in accordance with FAR 15.408- Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures and bases of estimates in accordance instructions at FAR 15-2." The Offeror is not required to provide a Certificate of Current Cost or Pricing Data in accordance with 15.406-2.</p> |

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| CP-29 | Draft Solicitation, Page 69, Paragraph L.5.4.2.6.2(a)& (b) | Is a detailed cost element proposal in accordance with Section L.5.4.2.6.2(a)& (b) as applicable required for labor brokers and life support subcontractors. | Section L.5.4.2.6 through L.5.4.2.6.1(b) has been revised with regard to the CPFF Labor CLINs. Section L.5.4.2.6.5 through L.5.4.2.6.5.1.(b)(4) has been revised with regard to ODCs. |
| CP-30 | Attachment 0005 - Draft Cost-Price Matrix | The Option to Extend Service IAW clause 52.217-8 line item has a \$15,427,100 value included. Normally, the FAR 52.217-8 option is calculated using the proposed value of the final option year. Is this an error or does this value represent all the funding that is available for a six-month extension under FAR 52.217-8? | The formula in the Option To Extend Services cell will sum all proposed and surrogate amounts, then divide by 2 to calculate the option period price. The \$15,427,100.00 in the draft RFP represents 1/2 of the Option Year 3 Government Surrogate amount. |
| CP-31 | PWS, Page 28, Section 1.12.1 | Is the costs associated with payment of daily Meals & Incidental Expense for American National personnel in Kuwait and Qatar, in accordance with the JTR, included in the Government surrogate ODC CLINs? | The Government does not pay for daily meals and incidental expenses unless a contractor employee is in a TDY status. In the event a contractor employee is in a TDY status, the daily meals and incidental expenses are included in the Government surrogate ODC CLINs. |
| CP-32 | PWS, Page 28, Section 1.12.3 | Is the State Department allowance of 10% for post hardship differential in Kuwait and Qatar to be treated as a labor cost, included in the Government surrogate ODC CLINs, or to be treated as an incentive and included in the Life Support expenses proposed by offerors? | Section L has been revised directing Offerors to include incentives in the CPFF labor CLINs. Therefore, if an Offeror proposal includes a 10% for post hardship, this expense should be included in the Offeror's CPFF labor. |

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| CP-33 | PWS, Page 29, Section 1.12.3 | Please confirm that the only travel Contractors are to propose is related to any contractor provided R&R and that all other travel (i.e., from HOR to CRC, in and out of theater, and from CRC back to HOR) is included in the Government surrogate ODC CLINs. | The Government has revised the PWS to clarify the mobilization costs. All mobilization and demobilization costs associated with the Transition-in phase should be included in the Transition-in FFP CLINs including any anticipated mobilization/demobilization due to employee turnover. After FOC, mobilization and demobilization costs resulting from Government directed change orders, are included in the cost reimbursable ODCs. However, reference Section L, Paragraph L.5.4.2.6.5.1(b)(1)(viii) which states "All expenses related to contractor employee turnover during FOC including mobilization and demobilization." Therefore, mobilization and demobilizations costs associated with employee turnover or attrition during FOC are not covered under the cost reimbursable ODC and must be included in the Offerors firm-fixed-life support price. Per Section L.5.4.6.5.1(b)(1)(vi), R&R expenses are to be proposed as FFP Life Support. |
| CP-34 | Technical Exhibit 1G-003 Hours of Operation, Page 1 | Will the Government please specify if Offerors shall bid all overtime in Qatar at a 25% premium in accordance with Qatari Labor Law? | Offerors are required to obey host nation labor laws in every particular and price their offers accordingly. |
| CP-35 | Technical Exhibit 1G-003 Hours of Operation, Page 1 | Will the Government please specify if Offerors shall bid all overtime in Kuwait at a 25% premium in accordance with Kuwaiti Labor Law? | Offerors are required to obey host nation labor laws in every particular and price their offers accordingly. |
| CP-36 | Pg. 73, RFP, L.5.4.2.6.4 (b) (3) Total Compensation | Terminal indemnity is payable at the end of each contract period and is calculated at two weeks pay for employees with less than 5 years service with their sponsor and three weeks pay for employees with more than 5 years service with their sponsor. Should the terminal indemnity be included in the employees total compensation calculation? | No. ESI will vary depending on the length of service and for employees working less than one year, no ESI would be paid. ESI should be accounted for in the Offeror's proposal and included as part of direct labor costs. |

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| <p>CP-37</p> | <p>Solicitation Section H; Page 19, H.5 Capped Indirect Rates</p> | <p><i>Follow-up Question to CP-23.</i> We understand this clause is applicable to all cost type CLINS. We also recognize this provision is a flow down to subcontractors. In the event a subcontractor under a cost type CLIN is on a Time and Materials (T&M) or Firm Fixed Price (FFP) basis, please clarify that this clause is only applicable to those subcontractors that are on a cost plus fixed fee (or other cost reimbursable) basis since indirect rate caps would not be relevant in a T&M or FFP subcontract. Recommend this clause only applies to those subcontractors that are on a cost plus fixed fee or other cost reimbursable subcontract.</p> | <p>Correct, only applies to cost CLINs.</p> |
| <p>CP-38</p> | <p>2nd Draft RFP, Page 72, L.5.4.2.6.1(b)</p> | <p>L.5.4.2.6.1(b) requires "The Offeror and its proposed Teammate(s)/Subcontractor(s) who enter into FFP type subcontracts for the CPFF CLINs and who will be performing in any functional area, shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed FTEs, and proposed firm fixed rates/prices for all periods of performance. The Offeror must provide a detailed and fully supported price reasonableness determination of the FFP subcontracted labor costs for each subcontract." The format for this requirement is MS Excel only. What format are offerors supposed to provide for the "fully supported price reasonableness determination"? PDF or Word would be more appropriate. Suggest the Government separate the requirement to provide the Teammate(s)/Subcontractor(s) proposal from the requirement to provide a price reasonableness determination.</p> | <p>The Government has added the following to Section L.5.4.2.6.1(b); If the Offeror's price reasonableness determination does not lend itself to submission in Excel Format, the Offeror may submit each price reasonableness determination in MS Excel, MS Word or Adobe PDF.</p> |

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| <p>CP-39</p> | <p>2nd Draft RFP, Page 73, L.5.4.2.6.4(a)-L.5.4.2.6.4(d)</p> | <p>L.5.4.2.6.4(a)- L.5.4.2.6.4(d) includes various requirements for the offeror and the Teammate/Subcontractor to provide details on direct labor rates, total employee compensation, indirect expense rates, and budgetary data. Please confirm that the requirement to produce these files only applies to the offeror and teammates/subcontractors performing in a functional area on CPFF-type contracts. Therefore, this requirement would not apply to teammates or subcontractors performing on FFP-type contracts even if they are providing labor in functional areas.</p> | <p>Yes, Section L.5.4.2.6.4 states, "If a Teammate/Subcontractor who will be performing in any functional area (i.e., AGS, Maintenance, Supply , Transportation) is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall provide the labor data as stated in the paragraphs below. The requested data is required for the Government to perform the mandatory cost realism analysis of the proposed direct and indirect expenses", therefore, the data required in Sections L.5.4.2.6.4(a) - L.5.4.2.6.4(d) is for CPFF contracts and CPFF subcontracts. However, for FFP contracts, Offerors are required to provide the information at L.5.4.2.6.1 (b) and in accordance with the solicitation as a whole.</p> |
| <p>CP-40</p> | <p>2nd Draft RFP, Page 75, L.5.4.2.6.5.1(b)(1)(v)</p> | <p>In the 2nd Draft RFP, "all non-labor costs associated with any subcontractor to include labor broker/sponsor, third country national providers" was added to the list of expenses to be included in the Firm Fixed Price Contractor Proposed Life Support Expenses. Please explain what is meant by "all non-labor costs". Does this include subcontractor profit, G&A, and other indirect expenses?</p> | <p>The Government has revised Section L as follows, "All non-FLC1/FLC2 labor costs (for example, labor broker/sponsor or third party national employee providers' administration costs) associated with any subcontractor proposed as a labor broker/sponsor or third country national employee provider;." Yes, indirect costs and profit applicable to all non-FLC1/FLC2 labor costs shall be proposed in accordance with the subcontractor's accounting practices and included in the FFP Life Support CLIN.</p> |
| <p>CP-41</p> | <p>2nd Draft RFP, Page 75, L.5.4.2.6.5.1(b)(1)(v)</p> | <p>In the 2nd Draft RFP, "all non-labor costs associated with any subcontractor to include labor broker/sponsor, third country national providers" was added to the list of expenses to be included in the Firm Fixed Price Contractor Proposed Life Support Expenses. If a subcontractor is proposed by the offeror to provide labor broker/sponsor services on a FFP-type subcontract, would the offeror be required to pull out the offerors profit, G&A and other indirect expenses from the labor costs which would be charged under the CPFF CLINs?</p> | <p>The Government has revised Section L as follows, "All non-FLC1/FLC2 labor costs (for example, labor broker/sponsor or third party national employee providers' administration costs) associated with any subcontractor proposed as a labor broker/sponsor or third country national employee provider;." Indirect costs and profit associated with FLC1/FLC2 labor shall be proposed in the CPFF labor CLINs. Indirect costs and profit associated with non-FLC1/FLC2 labor shall be included in the FFP Life Support CLIN.</p> |

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| CP-42 | Pg 71, RFP, L.5.4.2.5 Provide a consolidated table of FTEs/Headcounts by primary task area. The Offeror shall provide the cross references by line item from the technical proposal and the cost proposal plus the calculations of FTEs and associated pricing for those FTEs | What is meant by cross references by line item from the Technical Proposal and Cost Proposal? Specifically how does the Government define line item in the Technical and the Cost Proposals. | A reference or notation in the FTE Table which indicates the location of the line item in the Excel Cost Proposal and the location of the line item in the Technical Proposal, Attachment 0002. This may require multiple line item references from the technical volume and/or cost volume for each position in the FTE table. Any line of data associated with an FTE or portion of an FTE as it is included in the Excel Cost Proposal and any line of data associated with an FTE or portion of an FTE as it is included in the Technical Attachment 0002. |
| CP-43 | Pg 71, RFP, L.5.4.2.5 Provide a consolidated table of FTEs/Headcounts by primary task area. The Offeror shall provide the cross references by line item from the technical proposal and the cost proposal plus the calculations of FTEs and associated pricing for those FTEs | The calculation of the FTEs will be included as part of the Basis of Estimate which will provide detail down to very small fractions of FTEs. Would the Government allow the contractor to reference the Basis of Estimate for the calculation of the FTEs and have the consolidated table of FTEs and associated pricing be at the primary task area? | No. |
| General - Contracting | | | |
| GENC-1 | Solicitation Section A; Page 2, Item #4 | There appears to be a typo, "1825 days after NTP". Shouldn't that read "1460 days after NTP"? | The RFP has been corrected to reflect 1460 days after NTP. |
| GENC-2 | Solicitation Section I; Page 25, I-108 | FAR 52.216-21 Requirements is prescribed by FAR for Indefinite-Delivery Contracts. This clause states, "The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract." It is our understanding that this Task Order RFP will contain realistic, stable workload data. Recommend this clause be removed from the final solicitation. | The EAGLE program awards task orders as Requirements contracts. The APS-5 contract will be a Requirements contract and therefore the Requirements Clause 52.216-21 will remain in the RFP. |
| GENC-3 | Solicitation Section L; Page 57, L.3.1 | Offeror's are to submit their proposals through FedBizOpps. It does not appear that FedBizOpps has this capability. Please clarify. | Please reference Section L.3.1. |

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| GENC-4 | RFP Section L; L.5.1.10; page 60 | L.5.1.10 states "Offerors shall submit its Small Business Administration 8(a) Certification Letter as proof of being an 8(a) contractor" and that failure to include this Certification Letter shall render the Offeror's proposal non-compliant. As this is an unrestricted bid, will the Government add language excepting large businesses from this requirement? | The Small Business Administration 8(a) language was in error has been removed from the RFP. This task order will be competed on as full and open, unrestricted. |
| GENC-5 | Solicitation Section L; Page 60, L.5.1.10 | Will the Government please add "if applicable" for Offeror's that are not an 8(a) contractor, or remove this section. | See GENC-4 |
| GENC-6 | Draft Solicitation, Page 60, Paragraph L.5.1.10 | L.5.1.10 requires offerors to submit its Small Business Administration Certification Letter as proof of being an 8(a) contractor. Question: Please advise if this requirement is included in error. | See GENC-4 |
| GENC-7 | DRAFT - W52P1J-15-R-0005, page 60, paragraphs L.5.1.10 and L.5.1.10(d) | These paragraphs imply that the Offeror must be an 8(a) contractor to submit a compliant proposal. Is it the Government's intent that only 8(a) firms be eligible to bid on this procurement, or will this requirement be revised/deleted? | See GENC-4 |
| GENC-8 | Pg 3 – Section A, Paragraph 21 | Pg 3 – Section A, Paragraph 21 refers to USFK Regulation 700-19. Is that a typo, or does a U.S. Forces Korea Regulation really apply in this AOR? | Paragraph #21 (United States Forces Korea paragraph) has been removed. |
| GENC-9 | Solicitation Section A; Page 3, Item #21 | Section A referenced the Logistics Support Privileges defined in the United States Forces Korea (USFK) will not be reimbursed. Please clarify if this is an error and should be removed. | See GENC-8 |
| GENC-10 | RFP Section A, 21 | RFP Section A, 21 states "OCONUS ONLY: The Logistics Support Privileges defined in the United States Forces Korea (USFK) Regulation 700-19 will not be reimbursed on this contract; however, privileges will be provided by USFK on an as-available basis to properly authorized individuals." Will the Government confirm there is no requirement to support APS services in Korea? | See GENC-8 |

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| GENC-11 | Site Visit | Acquisition Schedule – At the Site Visit the question regarding proposal turn-around time was brought up and the Government asked for Industry input for a recommended turn-around time. Our recommendation is 45 to 60 days. Given the size and complexity of the APS-5 program, now two programs combined into one, 60 days will provide bidders enough time to develop comprehensive, compliant proposals, seek the internal corporate reviews and approvals and perform the necessary quality control checks. | To assist Offerors, the Government will issue a second draft RFP on or about 28 August 2015. Questions/comments to the second draft RFP are projected to be due by 16 September 2015. The Government will issue the formal RFP on or about 19 October 2015 with formal proposals due 18 November 2015. The Government has determined 30 days for submission of formal proposals is sufficient given the Government will have provided two draft RFPs. |
| GENC-12 | Draft RFP, Section A | Period of Performance – The Draft is showing a Base Plus 3 1-yr options. Given the size of the contract and the amount of Bid and Proposal effort we recommend considering a longer contract period of performance. | The Period of Performance for this requirement will remain a Base plus three (3) 1-year options. |
| GENC-13 | Draft Solicitation, Page 57, para L.2.8 | Does the Government still anticipate a 12 August 2016 Notice to Proceed date? | No. As of the 2nd Draft RFP, the Notice to Proceed date has been updated to reflect a start date of 29 September 2016. |
| GENC-14 | RFP - Clause H.4 | Clause H.4 appears to be directly contrary to FAR 52.245-1(h)(1)(iii) in that it effectively allows the Government to retroactively revoke the Government's assumption of risk of loss by determining—after the property has already been damaged—that the Contractor's property management practices are inadequate. That is contrary to the procedure in FAR 52.245-1(g), which gives the contractor an opportunity to correct any deficiencies before the Government can revoke the Government's assumption of risk. Question: Would the Government consider the removal of H-4 and letting FAR 52.245-1 stand alone? If not, we believe a deviation is required under FAR 1.401 | Clause H.4 and been revised. Please review the 2nd Draft RFP. |
| GENC-15 | Draft Solicitation, Page 46, Paragraph J, Att. 0014 | Attachment 0014, Draft Contract Participation Matrix is listed in Section J but not referenced in Section L. Question: Are offerors required to complete an Attachment 0014, Draft Contract Participation Matrix if there is no stated Small Business goals? | Attachment has been removed from the RFP. |

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| GENC-16 | DRFP, Page 60, L.5.1.9 | <p>Section L states that we provide a safety plan, but there is no evaluation criteria for the plan.</p> <p>Question: Will the Government confirm how the safety plan will be evaluated?</p> | <p>In accordance with M.1.1.3 The Government will determine responsibility by evaluating the contractor's DoD Pre-Award Safety Responsibility to ensure the ability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance – Ammunition and Explosives and paragraph 1.8.1 of the PWS. Section L Paragraph L.5.1.9 has been updated.</p> |
| GENC-17 | RFP L.5.1.9 Pre-Award Safety Responsibility | <p>RFP L.5.1.9 Pre-Award Safety Responsibility states "Offers shall demonstrate capability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance Ammunition and Explosives and paragraph XXXX of the PWS to be part of a responsibility determination." How does the Government intend to evaluate the demonstration of this capability?</p> | <p>See response at GENC-16.</p> |
| GENC-18 | RFP L.5.1.9 Pre-Award Safety Responsibility | <p>RFP L.5.1.9 Pre-Award Safety Responsibility states "Offers shall demonstrate capability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance Ammunition and Explosives and paragraph XXXX of the PWS to be part of a responsibility determination." If a Prime has developed a Safety Program for Ammunition and Explosives, but has not implemented it on a contract, how will that be evaluated?</p> | <p>See response at GENC-16.</p> |

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| GENC-19 | RFP L.5.1.9 Pre-Award Safety Responsibility | RFP L.5.1.9 Pre-Award Safety Responsibility states "Offers shall demonstrate capability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance Ammunition and Explosives and paragraph XXXX of the PWS to be part of a responsibility determination." If a Prime has developed and implemented a Safety Program for Ammunition and Explosives for another DoD Service, but has not implemented it on a US Army Ammunition Supply Point contract, how will that be evaluated? | See response at GENC-16. |
| GENC-20 | RFP L.5.1.9 Pre-Award Safety Responsibility | RFP L.5.1.9 Pre-Award Safety Responsibility states "Offers shall demonstrate capability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance Ammunition and Explosives and paragraph XXXX of the PWS to be part of a responsibility determination." How will the Government evaluate a prime contractor that has developed, but not implemented, a Safety Program for Ammunition and Explosives, but has subcontracted the Ammunition Supply Point to another company with experience? | See response at GENC-16. |
| GENC-21 | RFP Section L.5.1.9.1 (a) Evidence of the development and implementation of a safety program used during the performance of Ammunition Supply Services... | Does the referenced example have to come from a contractor's past performance that was cited in their Step 2 BOA proposal or can it be a citation from another source? | No. Referenced examples do not have to come from cited references in an Offeror's Step 2 BOA proposal. |
| GENC-22 | Attachment 0009 - Invoicing Instructions | Attachment 0009 describes a method of e-mail concurrence from PCO and COR. Considering the KU and QA sites seems to operate independently, will the respective CORs sign-off on their respective invoices or is there one COR assigned to oversee the entire program? | Final determination of invoicing and review procedures will be made after award with input from the sites and the contractor. More than likely, the respective COR at each site will review invoices for that site and provide a recommendation to the Contracting Officer regarding the validity of the invoices. |

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| GENC-23 | RFP, Page 19, Section I | Recommend the following FAR clauses be added to the RFP and the contract: 1) 52.246-23 Limitation of Liability; 2) 52.246-24 Limitation of Liability—High-Value Items; 3) 52.246-25 Limitation of Liability—Services; 252.228-7000 Reimbursement for War-Hazard Losses. | 1) Clause 52.246-23 will not be added as it is for delivery of end items. 2) Clause 52.246-24 will not be added as it is for delivery of end items. 3) Clause 52.246-25 has been added as it applies for a Services Contract. 4) Clause 252.228-7000 will not be added as it does not apply. |
| GENC-24 | RFP, Section I | Request the Government include FAR 52.246-2 Limitation of Liability | Clause 52.246-2 will not be added as this is not a fixed-price supply contract or a fixed-ceiling-price with retroactive price redetermination. |
| GENC-25 | RFP, Section I | Request the Government include FAR 52.246-24 Limitation of Liability - High Value Items | See GENC-23 |
| GENC-26 | RFP, Section I | Request the Government include FAR 52.246-25 Limitation of Liability - Services | See GENC-23 |
| GENC-27 | DRAFT - W52P1J-15-R-0005, page 61, paragraph L.5.2.1.1(a)(3)(iii) | Is 8 point font permissible in a table? | Yes. For SMP, the font size for charts and diagrams (to include tables) shall be no less than 8 point font and no more than 14 point font. |
| GENC-28 | RFP | The Draft RFP states the Government's intent is a single-award CPFF contract. The previous solicitation included a variety of CLIN types (CPFF, CPIF, FPIF, FFP, and Cost). The Draft Section B (pg 5) does not provide any such detail. Should we expect all CLINs to be CPFF or will there be a blend similar to that of the original APS-5 Solicitation? If the latter, can you provide at this time any further detail on the breakout of the types of CLINs as shown on page 5? | All Labor CLINs for this APS-5 Task Order will be Cost-Plus-Fixed-Fee (CPFF). In accordance with L.5.4.1.4.1 the Transition-in proposal will be Firm-Fixed-Price. Additionally, in accordance with L.5.4.2.6.6.1 "Other Direct Costs (ODCs)", ODCs will be separated into two (2) CLIN types. First, a Non-fee bearing cost CLIN (Government Surrogate) and secondly a contractor proposed Firm-Fixed-Price CLIN (Life Support ODCs). |

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| GENC-29 | RFP Paragraph L.5.1.6 (pp 58-59) | Paragraph L.5.1.6 (pp 58-59) states that all Offerors, Teammates, and major subcontractors must have a Secret Facility Clearance at time of RFP closing date, or at least a verifiable INTERIM Secret Facility Clearance. Does this requirement extend to our In-country Sponsor Companies? | Section L Paragraph L.5.1.6 states "In order for an Offeror/Teammate/Subcontractor/Managing Partner to request and sponsor an individual employee's SECRET Security Clearance to perform the functions identified in the PWS Paragraph 1.3.12, the Offeror/Teammate/Subcontractor/Managing Partner shall possess a SECRET Facility Clearance prior to this RFP closing date." If the Offeror/Teammate/Subcontractor/Managing Partner has employees that they will be employing on the this contract that require a SECRET Security Clearance, that respective Offeror/Teammate/Subcontractor/Managing Partner will require the SECRET Facility Clearance. For this requirement, an In-country Sponsor will not be providing any employee with a SECRET Clearance; therefore, they don't require a SECRET Facility Clearance. Only US Citizens can receive a SECRET security clearance. |
| GENC-30 | EAGLE APS-5 RFP, Page 2, Section A - 7.0 | Please provide information regarding which logistics services tasks currently being managed by Incumbent contractors: Kuwait: BAE Systems Land & Armaments under contract W52P1J-11-C-0047, General Dynamics Land Systems Customer Service & Support under contract W52P1J-11-C-0048, Honeywell Technology Solutions Inc. under contract W52P1J-15-C-0028, Vectrus Systems Corporation under contract W52P1J-15-C-0016. Qatar: Vectrus Systems Corporation under contract W911SE-07-D-0006 Task Order BA03. | <ul style="list-style-type: none"> - BAE contract (W52P1J-11-C-0047) is for Bradley tracked vehicle maintenance. - GDLS contract (W52P1J-11-C-0048) is for Abrams tracked vehicle maintenance. - Vectrus contracts (W52P1J-15-C-0016 and W911SE-07-D-0006/BA03) are for APS-5 Kuwait maintenance, supply, and transportation for Kuwait and Qatar respectively. - Honeywell (W52P1J-15-C-0028) is for Property Accountability. |
| GENC-31 | EAGLE APS- 5 Site visits to Kuwait and Qatar | What is the government's plan for making available any handouts, briefings and Q & A session data to all BOA Holders from the site visits to Kuwait and Qatar? | Information provided during the site visits and Q&A sessions will be posted to the EAGLE website prior to or at the same time as the release of the second draft RFP. |
| GENC-32 | M.5.2.7 Recency - defines recency as five years prior to the close of the RFP. For the current BOA open enrollment period, recency has been defined as five years prior to 17 August 2015. | When evaluating an offer's past performance at the APS-5 task order level for the purposes of determining a performance confidence rating; will past performance that is considered recent under the BOA criteria also be considered recent at the task order level? | Not necessarily. Each Task Order is a stand-alone contract from the BOA. Each individual Task Order competition has a set recency timeframe that is independent from the BOA criteria. Reference M.5.2.7 to review the recency requirements for this APS-5 Task Order competition. |

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| GENC-33 | Organizational Capability - BOA holders submit their past performance in step two, in part, to determine organizational capability. | If a BOA holder is deemed to have successfully demonstrated organizational capability in all three functional areas (Transportation, Supply, and Maintenance) and sub categories based on the past performance they have submitted at the BOA level; are they still considered to have demonstrated organizational capability at the task order level regardless of the recency of their past performance at the task order level? (i.e. past performance deemed recent at the BOA level may have been used to demonstrate organizational capability in a specific sub category that may not be deemed recent at the task order level). | An Offeror's organizational capability (Offeror's BOA Attachment 0002) is filtered down to the Task Order level. If an Offeror is determined capable of performing independent of teammates at the BOA level, this Organizational Capability carries over to the Task Order level. Similarly, if an Offeror is determined capable but only with the use of teammates, then that approved teammates list is filtered to the task order level. Organization Capability at the BOA level does not equate to being Technically Acceptable at the Task Order level. |
| GENC-34 | | Would the government consider revising the language in the task order RFP to reflect the requirements identified in the current BOA open enrollment period so that an offeror's past performance evaluations match our most recent BOA past performance submissions? (i.e. define recency at the task order level for this solicitation as five years prior to 17 August 2015 to reflect the requirements currently identified in the open enrollment period) This would ensure past performance evaluations are in-line with all recently updated BOA past performance and give bidders the greatest opportunity to benefit from their updated BOA submissions. | The formal RFP will have a look back of (5) years prior to the formal RFP closing date. The closing date will be after 17 August 2015. Therefore, Offerors' past performance references submitted at the BOA level by 17 August 2015 will be evaluated in accordance with Section M. |
| GENC-35 | Draft RFP, Page 25, I-III | FAR Clause 52.222-2, Payment for Overtime Premiums, JUL/1990 is included stating that the use of overtime is authorized under this contract if the overtime premium does not exceed zero. The RFP requires adherence with Kuwait and Qatar laws which requires a 25% premium for hours worked over 48 in a week. Can the Government clarify the intent of the FAR Clause? | The contractor will not be allowed to incur overtime above the hours proposed in the Offeror's proposal which will be incorporated into the resultant contract. If the contractor determines additional overtime above what was proposed is required, the contractor must receive written approval from the PCO prior to incurring the additional overtime. |

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| GENC-36 | Doc: RFP (EAGLE APS-5 Kuwait_Qatar - 2nd Draft Solicitation - W52P1J-15-R-0005.pdf) Pg: 14, Section G Para: G.2 | <p>In accordance with FAR Clause 52.216-8 Fixed Fee, the Government will withhold \$TBD (five (5) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance). However, based on information known, the Contracting Officer has the authority to raise the withhold to fifteen (15) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance if the Contracting Officer determines it is in the Government's best interest to do so.</p> <p>Question: Does the Government interpret "current period of performance" as the current annual period of performance or the current monthly period of performance that is being invoiced?</p> | <p>The Government considers the "current period of performance" to be the entire base period less the Transition-in period. If the Government exercises an option, the period of performance will be considered the entire option period.</p> |
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| GENC-37 | Solicitation Section I; Page 27, I-109 | <p><i>Follow-up Question to GENC-2.</i></p> <p>We understand that the Eagle BOA is a requirements contract per FAR 16.5. However, the Government's response regarding the applicability of this clause at the Task Order level is somewhat confusing. FAR 52.216-21, para (a) states: "This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, <i>if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.</i>"</p> <p>Q1: :Please clarify the term "Schedule" as stated in FAR 52.216-21 clause. Does it refer to the BOA Schedule or the Task Order Schedule?</p> <p>Q2: The prescription of this clause states that it applies to the contract (aka BOA), but does not refer to the actual Task Orders issued thereunder. Please clarify how the terms of this clause are applicable to the Task Orders issued under the BOA.</p> <p>Q3: Since the Task Order for APS-5 Kuwait-Qatar is considered a requirements contract (per Q&A GENC-2), will the Government be issuing orders under the APS-5 Kuwait-Qatar Task Order?</p> <p>Q4: FAR 52.216-21 states no basis for equitable price adjustment if the Government's requirements change. This seems to be in conflict with the FAR Changes clause of the Task Order. Please clarify.</p> | <p>A1: The Schedule referred to is the CLIN structure and quantities as specified in the task order.</p> <p>A2: The Task Orders issued under the EAGLE program are issued as requirements contracts; when issued the task orders also serve as the first order identifying the types and quantities of services to be provided. Any required additions or adjustments to those services will be accomplished via a contract modification.</p> <p>A3: Per Q2 above, orders will be accomplished via modifications to the task order.</p> <p>A4: The Government does not interpret FAR 52.216-21 as indicated in your question.</p> |
| GENC-38 | Solicitation Section G; Page 14, G.2 | <p>The parentheses in the first sentence may be misplaced. Recommend revising as follows: "In accordance with FAR Clause 52.216-8 Fixed Fee, the Government will withhold \$TBD (five (5) percent or \$100,000.00, whichever is less), of the total fixed fee applicable to the current period of performance."</p> | <p>The Government concurs. Changed as part of the final RFP.</p> |

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| GENC-39 | Solicitation Section G; Page 14, G.3 | <p>Labor rates are proposed by the offeror as estimates based on the information available to them. Upon award, the contractor will use its best efforts to hire at the rates proposed. However, it is unrealistic to bind the contractor's direct labor rates for each labor category. The contractor should have the flexibility to hire both above and below the proposed rates based on the available workforce at award and during contract performance. The Government's expectation of the contractor is to meet the established cost objective of the contract; anything above the cost will not be fee bearing (unless there is a change to workload).</p> | <p>Paragraph G.3 provides Offerors guidance on the procedures required if the successful Offeror wishes to change any of its direct labor rates after time of award.</p> |
| GENC-40 | Solicitation Section G; Page 14, G.3 | <p>Labor rates are proposed by the offeror as estimates based on the information available to them. Labor rates may also assume an incumbent capture of staff. If the Government is intending to cap the contractors direct labor rates, will the Government provide the incumbent direct labor rates for a more precise estimating by the offerors.</p> | <p>No, the Government will not release the incumbent's proprietary direct labor rate data.</p> |
| GENC-41 | Solicitation Section G; Page 14, G.3 | <p>Please clarify which CLINS this clause is applicable to?</p> | <p>G.3 is applicable to all CPFF Labor CLINs.</p> |
| GENC-42 | Solicitation Section G; Page 14, G.3 | <p>Should the Contracting Officer determine new direct labor rate to be reasonable, will the fixed fee or fixed price be similarly adjusted commensurate with the direct labor rate?</p> | <p>No. Fixed Fee or Fixed Priced CLINs will not be adjusted due to a change in direct labor rates as these CLINs are fixed.</p> |
| GENC-43 | Solicitation Section H; Page 18, H.2 | <p>Please clarify which CLINS this clause is applicable to?</p> | <p>Paragraph H.2(a) and H.2(b) apply to all CLINs and the overarching Task Order as a whole. Paragraph H.2(c) applies to all CLINs pertaining Fixed Fee.</p> |

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| GENC-44 | Section C – 1 Page 10 , 1.3.19 | <p>Background: The Contractor shall immunize personnel to protect them from endemic disease and regional health threats while ensuring the continuation of essential mission requirements. The Center for Disease Control (CDC) http://www.cdc.gov/travel/mideast.htm recommends vaccinations for specific geographical areas. Department of Defense (DOD) policy requires that Emergency Essential (EE) Contractor personnel assigned to the high threat area of Southwest Asia be immunized with the same immunizations provided to military personnel in the theater, to include the Anthrax vaccine. The USG will not provide immunizations to Other Country Nationals (OCNs) or reimburse the cost.</p> <p>Question: We have not seen this requirement in previous RFPs. Is this a new requirement that all Contractors must adhere to?</p> | The Contractor shall fulfill the requirements of the contract including PWS Paragraph 1.3.19. |
| GENC-45 | Draft RFP, Section B | Should changes to requirements happen that will cause an adjustment to CPFF labor, please confirm that an equitable price adjustment will also be allowed to accommodate these changes in the FFP Life Support CLIN. | Please reference Section G Paragraphs, G.6 and G.7 regarding adjustments to the FFP Life Support CLIN as a result of change orders. |
| GENC-46 | Solicitation Section G; Page 14, G.3 | Is it the Government's intent to make the direct labor rates "binding" in support of cost type and fixed price type CLINs? | The direct labor rates are binding in support of Cost type CLINs. Changes in direct labor rates of Fixed Price types CLINs are not relevant as this CLINs are Fixed Priced. |
| GENC-47 | Solicitation Section G; Page 14, G.3 | How does the Government define direct labor rates in the context of this provision and task order? Are these fully burdened direct labor rates? | Direct labor rates are not inclusive of indirect rates. Indirect rates will be capped in accordance with Section H, Paragraph 5. |
| GENC-48 | RFP, page 62, L.5.1.9.1(a) | Please clarify the instruction in L.5.1.9.1(a). Is the requirement for a safety plan specific to this project or will a safety plan from another project, that meets the requirements identified, be sufficient? | The Offeror may provide evidence of the development and implementation of a safety plan used during the performance of Ammunition Supply Services under another contract...However, the Offeror's safety plan shall still address each of the General Safety Requirements described in Chapter 3 of the DoD 4145.26-M. |

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| GENC-49 | 2nd Draft RFP, Page 18, H.4 Government Property | Does the revised H.4 Clause "Government Property" limit the Contractors liability to loss, damage, destruction, or theft of Government property to losses that occur after the Government revokes its assumption of risk, or does the Government intend to apply the clause retroactively to losses incurred at an earlier date, where it may attempt to assert that any earlier losses were due to the Contractors failure to maintain adequate property management practices. | The H.4 "Government Property" will not be applied retroactively. If the Contracting Officer revokes the Government's assumption of liability and holds the Contractor liable, the Contractor may not charge the Government for the loss, theft, damage or destruction of Government property or any costs associated thereof except as provided in accordance with FAR 52.245-1 (h) (1) (iii). |
| GENC-50 | 2nd Draft RFP, Page 18, H.4 Government Property | Will the Government consider removing H.4 as it seems to conflict with FAR 52.245-1. | No. The Government has determined that there is no conflict between H.4 and FAR 52.245-1. |
| GENC-51 | 2nd Draft RFP, Page 72, L.5.4.2.6.2.1 and Attachment 0016 | L.5.4.2.6.2.1 requires Teammate(s) / Subcontractor(s) who will be performing in any functional area include an Attachment 0016 with its FBO.gov submission. Please confirm that an Attachment 0016 is not required for subcontractors who are not submitting their pricing independently to the Government. | Correct. Attachment 0016 is only required if a teammate/subcontractor is submitting its pricing information independently to the Government. NOTE: Attachment 0016 has been updated to reflect submission into FBO.gov instead of ASFI-BRS. |
| GENC-52 | Solicitation, page 58, Paragraph L.5.3 Past Performance; pages 81-83, Paragraph M.5.2 Past Performance Factor | Since the Government increased the dollar thresholds for past performance after submission of the annual BOA past performance update, will the Government allow additional past performance to be submitted with our proposals for APS-5 Kuwait and Qatar? | Please reference EAGLE BOA Holder's letter dated 16 July 2015. BOA Holders had until 17 August 2015 to provide additional contract references at the BOA level. BOA holders were not limited to the quantity of past performance references nor were there any restrictions to the AADV of the references Offerors were allowed to submit. Submission of additional contract references at the task order level will not be allowed. |
| GENC-53 | L.5.1.10.1 | This section states "for the purpose of evaluation.... The maximum hours for Qatar is 2,792. If Qatar is working a standard Qatari work week then what is the applicability of the maximum hours? | For both Kuwait and Qatar, Offerors would not be allowed to propose more than the maximum hours listed in L.5.1.10.1 unless they complied with L.5.1.10.2. |

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| GENC-54 | 2nd Draft RFP, Page 78, M.3 b. | <p>As part of the compliance check, the proposal will be checked for compliance with the maximum hours stated in paragraph L.5.1.10 above OR for inclusion of the aforementioned plan and certification(s) for Kuwait and/or Qatar, as applicable. Certification(s) will be incorporated by reference into any subsequent contract. <u>Compliance with host nation labor law will be an ongoing contractor responsibility throughout the period of performance.</u></p> <p>Question: Can the Government confirm that host nation sponsorship by a Qatari company is still a requirement?</p> | <p>In accordance with L.5.1.11 Offerors are required to demonstrate, through submission of copies of required business licenses, that the Offeror has established a corporate presence in Qatar and Kuwait and is authorized to conduct business in Qatar and Kuwait in accordance with host nation laws prior to the closing date of the solicitation. The Contracting Officer will use this information as part of a responsibility determination in accordance with Section M.</p> |
| GENC-55 | Attachment 0001 - Kuwait_Qatar Performance Work Statement Page Section C – 6 Page 6 Para 6.1.6.1 | <p>MWO and SOUMs as well as MAMs have a high rate of error if previously installed by another unit/entity, will the new awardee be held harmless for errors by the incumbent?</p> | <p>The Government cannot address hypothetical questions or situations such as the new awardee will be held harmless for errors by the incumbent.</p> |
| GENC-56 | APS-5 Kuwait_Qatar - Formal Q&As, CP-10 | <p>Will the Government consider adding "subcontractor and/or labor broker fringe benefit costs, including health and welfare" to the list of costs excluded from the ODC plug defined in PWS Section 1.12 Other Direct Costs?</p> | <p>The PWS does not segregate ODCs into Government and Contractor proposed (Firm Fixed Life Support). The Government surrogate ODC CLIN does not include subcontractor and/or labor broker fringe benefit costs including health and welfare.</p> |