

Question Number 2nd draft posting	Question/Comments	Answer/Response
25	<p>Section H.22.3.2.1 in all 3 draft RFPs reads as follows: Comment: We believe the above section has the following implications: a. [Redacted] is the OEM on the [redacted]. The above identified section would preclude [redacted], either as a prime or subcontractor, from providing maintenance services to vehicles in the [redacted] under the ERS solicitation. b. [Redacted] is the OEM for the [redacted]. The above situation would preclude [redacted], either as a prime or subcontractor, from providing operational test and evaluation to [redacted] under the KBS solicitation. c. [Redacted] is the OEM for the [redacted]. The above situation would preclude [redacted], either as a prime or subcontractor, from providing a new process or product (or element therein) for the [redacted] under the RD solicitation. The conditions noted in a through c above apply equally to all OEMs who have produced products for TACOM LCMC. Likewise, many other non OEM companies i.e. [redacted], [redacted] who have worked extensively on [redacted] lifecycle support would not be permitted to bid on any [redacted] work in the above according to the current interpretation. The FAR provides a number of exceptions to the potential organizational conflict of interest described above. Per FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1) Contractors that prepare specifications or work statements for use in competitive acquisitions can still compete to produce the items. Exceptions are included for development contractors who prepare specifications; for contractors that prepare work statements but participated in the design and development work; and when more than one contractor is involved in preparing a work statement. Recommendation: That section H.22.3.2.1 in all 3 solicitations be revised to recognize and incorporate the exceptions and conditions noted in FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1), and like elements of FAR 9.505. Rationale: Enable full and open competition, and ensure the broadest and most capable competitive base of bidders.</p>	<p>Section H.22.3.2.1 will not be revised. The exception and conditions noted in FAR 9.505-2(a) (1)(i), (ii); (a)(3); and (b) (1), and like elements of FAR 9.505 does not have to be mentioned in H.22.3.2.1 in order to invoke them. Therefore, no changes will be made to Paragraph H.22.3.2.1.</p>
28	<p>A 7 year exclusion period is quite restrictive, would the Government consider a 3 year exclusion period?</p>	<p>The language at H.22.3.2.1.1 will be revised in the final RFP to reflect an alternate exclusion period.</p>
31	<p>Will Other Than Small Business (OTSB) Primes be able to offer a Small Business Teammate/Subcontractor as a Direct Award Candidate?</p>	<p>No. There are no direct awards to small business teammates under TS3 FoC.</p>
39	<p>Section A, Paragraph A.4.3 - last sentence: 1. The following sentence was stated in the draft... "For a Mentor-Protégé joint venture to be considered a SB for the MA IDIQ award, the Protégé shall meet the size standard for the primary NAICS code" – This statement implies that a large business can have access to small business contracts if they have a mentor protégé joint venture relationship with a small business. Is this your intent? If yes, then this will give the protégée an unfair advantage because they can leverage the resources of a large business against other small businesses that do not have a mentor protégé relationship. We are asking that this consideration be removed from the solicitation.</p>	<p>The Mentor-Protégé Joint Venture Program is authorized per 13 CFR 124.520.</p>
54	<p>Please clarify whether the Rule-of-Two will be applied to representative Task Orders during the MA IDIQ proposal evaluation.</p>	<p>The representative (NIE) task order will be awarded to the KBS prime IDIQ contractor whose proposal represents the best value to the Government.</p>
58	<p>Please clarify whether the Rule-of-Two will be applied to representative Task Orders during the MA IDIQ proposal evaluation.</p>	<p>The representative (RSIPO) task order will be awarded to the ERS prime IDIQ contractor whose proposal represents the best value to the Government.</p>
62	<p>Please clarify whether the Rule-of-Two will be applied to representative Task Orders during the MA IDIQ proposal evaluation.</p>	<p>The representative (Blast Mitigation) task order will be awarded to the R&D prime IDIQ contractor whose proposal represents the best value to the Government.</p>
85	<p>Section L.6.2.2; Attachment 0012 Section L.6.2.2, Blast Mitigation Task Order, requires offeror to provide detailed cost buildup to include proposed direct and indirect rates. Is the same information required to be provided by the subcontractors? Since this information is considered to be proprietary, can the subcontractors provide their detailed cost buildup directly to the Government electronically via ASFI?</p>	<p>Detailed cost build-up, to include direct and indirect rates, is not required to be provided by the subcontractors.</p>

102	<p>Section H.1.6 of the R&D draft RFP (Security Requirements) addresses the handling of classified information. Subsection H.1.6.4 states "The contractor shall not release any information or data to third parties without the express written approval of the TO PCO." Does the requirement to obtain written approval from the PCO also apply to unclassified information or data?</p>	<p>H.1.6.4 has been revised to add classified to the sentence. This change will be reflected in the Final RFP.</p>
103	<p>Section H.11 of the R&D draft RFP identifies paid federal holidays. Although the day after Thanksgiving is not a paid holiday for federal workers, TACOM is closed. Should the day after Thanksgiving also be identified as a day support contractor personnel are unable to access TACOM for work?</p>	<p>Section H.11.4 addresses task order specific work schedules. The day after Thanksgiving will be addressed at the Task Order Level.</p>
121	<p>RFP Reference: Section G: Contract Administration Data Topic: Missing RFP Section Question: Draft RFP appears to be missing Section G: Contract Administration Data; is this an oversight, or will the final RFP also not contain this section?</p>	<p>The RFPs posted are drafts, and are subject to change. If a Section G is necessary for any of the three final RFPs, it will be included.</p>
122	<p>RFP Reference: Section D: Packaging and Marking Topic: Missing RFP Section Question: Draft RFP appears to be missing Section D: Packaging and Marking; is this an oversight, or will the final RFP also not contain this section?</p>	<p>The RFPs posted are drafts, and are subject to change. If a Section D is necessary for any of the three final RFPs, it will be included.</p>
125	<p>RFP Reference: Section C.3.9, p. 11 & Section F.2, p. 46 Topic: Place of Performance (OCONUS) Question: Can the USG identify a preliminary list of potential or likely OCONUS places of performance for future Task Orders? Recommendation: Recommend that the USG provide a tentative list of potential OCONUS places of performance per MA ID/IQ to allow greater understanding of the scope of these efforts.</p>	<p>No. Future requirements are not known at this time.</p>
126	<p>RFP Reference: Section A-7, p. 6, Distribution and Destruction of Export Control Technical Data Package Topic: Requirement for filing DD 2345 with DLIS Question: Will the USG clarify whether all contractors and subcontractors working in support of the R&D ID/IQ Suite and/or R&D Task Orders are required to have a DD 2345 on file with the Defense Logistics Information Service (DLIS), or is does the requirement only pertain to those contractors directly accessing Technical Data Package (TDP)? Recommendation: Recommend that USG provide clarity on the requirement for filing DD 2345 with DLIS.</p>	<p>Clause 52.227-4500 will be removed from the final RFP and included on a case-by-case basis at the task order level. However, when the clause is invoked the following will apply: The requirement for a DD 2345, Militarily Critical Technical Data Agreement applies to the contractor and any subcontractor to which any portion of the data will be distributed, see Department of Defense Directive 5230.25.</p>

131	<p>RFP Reference: Section A, Paragraph A.4.3</p> <p>Topic: Mentor Protege</p> <p>Question: The following sentenced was stated in the draft... "For a Mentor-Protégé joint venture to be considered a SB for the MA IDIQ award, the Protégé shall meet the size standard for the primary NAICS code" – This statement implies that a large business can have access to small business contracts if they have a mentor protégé joint venture relationship with a small business. Is this your intent?</p> <p>Recommendation: Please clarify.</p>	<p>The Mentor-Protégé Joint Venture Program has been established by 13 CFR 124.520. The rules for this type of Joint Venture has been established by this regulation.</p>
133	<p>Organizational Conflict of Interest (OCI) Plan (Section H.22.3.2.1. - in the RD, ERS and KBS draft RFPs)</p> <p>Section H.22.3.2.1 in all 3 draft RFPs under review reads as follows:</p> <p>I have read the above, and believe that is has the following untended implications:</p> <p>A. The above situation would preclude any OEM, either as a prime or subcontractor, from providing maintenance services to vehicles in they are the OEM for under the ERS solicitation.</p> <p>B. The above situation would preclude any OEM, either as a prime or subcontractor, from the production of any system or component in which there are the OEM for under the KBS solicitation.</p> <p>The conditions noted above apply equally to all OEMs who have produced products for TACOM LCMC. Neither of the above conditions to my knowledge are restrictions to the current TACOM Omnibus contract, and further are not restrictions on any OEMs Systems Technical Support contract that are currently in place.</p> <p>The FAR provides a number of exceptions to the potential organizational conflict of interest described above. Per FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1) Contractors that prepare specifications or work statements for use in competitive acquisitions can still compete to produce the items. Exceptions are included for development contractors who prepare specifications; for contractors that prepare work statements but participated in the design and development work; and when more than one contractor is involved in preparing a work statement.</p> <p>Recommendation:</p> <p>That section H.22.3.2.1 in all 3 solicitations be revised to recognize and incorporate the exceptions and conditions noted in FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1), and like elements of FAR 9.505.</p>	<p>Section H.22.3.2.1 will not be revised. The exception and conditions noted in FAR 9.505-2(a) (1)(i), (ii); (a)(3); and (b) (1), and like elements of FAR 9.505 does not have to be mentioned in H.22.3.2.1 in order to invoke them. Therefore, no changes will be made to Paragraph H.22.3.2.1.</p>
212	<p>Attachment 12 Excel - Tab 1 Instructions (Instructions to Offerors): "Do not manipulate any of the other cells except for those that are highlighted in yellow"</p> <p>Input: Would this preclude us from adding lines to the work sheet for NIE Prime's to adequately reflect the applicable indirect burdens in order for us propose in accordance with our disclosed Cost Accounting Practices? We recommend allowing such flexibility so that we can propose compliantly.</p>	<p>Offeror is not permitted to make adjustments to the worksheets. Per RFP Section L.6.2.2.1, Offerors shall submit spreadsheets in their own format, which shall reconcile to their input on the USG standardized spreadsheets.</p>
218	<p>A.9.3; Since the NIE Sample T/O appears to be under the \$3M threshold the OTSB primes are NOT able to bid on it. Will there be a Sample T/O coming out in the final RFP that is above the \$3M set aside threshold level?</p>	<p>No. The NIE task order will be full and open. The \$3M set-aside threshold will not apply to the sample task order. Language has been added to Section L to reflect this information.. It will be contained in the final RFP.</p>
220	<p>Where does the government stand on the "peer review" process of all three IDIQs?</p>	<p>Please reference the milestones available on the TS3 website for dates that the Government is making available to industry.</p>

225	Robotics TOR (Section 1, #8); Attachment 12 (Prime tab); If awarded, would the base surge complement the base or replace it in terms of level of effort?	If exercised, the base surge would be in addition to the base labor.
233	<p>Attachment 10, paragraph 1.6.17.1.1</p> <p>Citation from Paragraph: The contractor shall submit as part of it proposal a detailed description of the procedures it will employ during the Phase-In period...</p> <p>Question: Where is this plan located within the proposal volumes? Is this included in the 20 page limit technical volume? Can the government clarify how the phase-in plan is to be provided?</p>	This will be clarified in the final RFP.
262	<p>Section H.22.3.2.1 in all 3 draft RFPs under review reads as follows: [We have read the above, and we believe that is has the following implications: a. [Redacted] is the OEM on the [redacted]. The above situation would preclude [redacted], either as a prime or subcontractor, from providing maintenance services to vehicles in the [redacted] under the ERS solicitation. b. [Redacted] is the OEM for the [redacted]. The above situation would preclude [redacted], either as a prime or subcontractor, from providing operational test and evaluation to [redacted] under the KBS solicitation. c. [Redacted] is the OEM for the [redacted]. The above situation would preclude [redacted], either as a prime or subcontractor, from providing a new process or product (or element therein) for the [redacted] under the RD solicitation. The conditions noted in a through c above apply equally to all OEMs who have produced products for TACOM LCMC. Likewise, many other non OEM companies i.e. [redacted], [redacted] who have worked extensively on [redacted] lifecycle support would be permitted to bid on any [redacted] work in the above according to the current interpretation. The FAR provides a number of exceptions to the potential organizational conflict of interest described above. Per FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1) Contractors that prepare specifications or work statements for use in competitive acquisitions can still compete to produce the items. Exceptions are included for development contractors who prepare specifications; for contractors that prepare work [redacted] Comments and Recommendations for the TACOM S3 Family of Contracts Draft RFPs statements but participated in the design and development work; and when more than one contractor is involved in preparing a work statement. Recommendation: That section H.22.3.2.1 in all 3 draft solicitations be revised to recognize and incorporate the exceptions and conditions noted in FAR 9.505-2 (a) (1) (i), (ii); (a) (3); and (b) (1), and like elements of FAR 9.505.</p>	Section H.22.3.2.1 will not be revised. The exception and conditions noted in FAR 9.505-2(a) (1)(i), (ii); (a)(3); and (b) (1), and like elements of FAR 9.505 does not have to be mentioned in H.22.3.2.1 in order to invoke them. Therefore, no changes will be made to Paragraph H.22.3.2.1.
264	<p>Subj: Off Ramps (paragraph H.4.1 the RD, ERS and KBS draft RFPs)</p> <p>Discussion: The draft provides the following:</p> <p>Recommendation: The current language in the draft RFP needs to be very clear and explicit, and be revised to reflect the following questions:</p> <ol style="list-style-type: none"> 1) How will the USG determine that the "contractor has a reasonable chance for award" if a prime contractor does not bid? The USG needs to be very clear and direct about this guidance, as this metric appears to be in conflict with the teaming information in the draft RFP. 2) How will OCI exclusions be addressed in the "three strikes - you're out" limit? Is this addressed by the "reasonable chance" phrase? Appropriate clarification for these facts need to be explicit and direct in the RFP. 	The language at Paragraph H.4.1 concerning Off-Ramping has been revised. The final RFP will contain the revised language.

265	<p>Subj: IDIQ contract awards (paragraph A.5, all draft RFP's)</p> <p>Discussion: The paragraph identifies this as an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Throughout the document and during Industry Day, the need for the most robust competition for each task order award has been stressed and appears to be an underlying imperative of this program. However, the paragraph provides the following:</p> <p>This language reflects the potential to award to a pool of prime contractors potentially greater than 13 in number, but clearly favors a smaller pool, especially amongst other than small companies. Additionally, the use of an IDIQ contract venue for the TS3 family of contracts may drive redundant and repetitive contract administration and negotiations. The following descriptive comparisons between an IDIQ and a Basic Ordering Agreement (BOA) apply:</p> <p>The IDIQ (Indefinite Delivery/Indefinite Quantity) methods are used when the government cannot estimate with certainty its needs. This allows for an estimate with minimum and a maximum quantity. The government guarantees the contractor a minimum amount of the product or service will be procured. After the minimum the government is free to continue purchasing under the contract, until the maximum is achieved or go elsewhere for its needs. Under the Requirements type contract there is no minimum. A requirements contract provides for filling all actual purchase requirements of designated Government activities for supplies or services during a specified contract period, with deliveries or performance to be scheduled by placing orders with the contractor. The only thing the contractor gets is that if we buy the product or service we will buy it from them.</p> <p>A basic ordering agreement is a written instrument of understanding, negotiated between an agency, contracting activity, or contracting office and a contractor, that contains</p> <ol style="list-style-type: none"> (1) terms and clauses applying to future contracts (orders) between the parties during its term, (2) a description, as specific as practicable, of supplies or services to be provided, and (3) methods for pricing, issuing, and delivering future orders under the basic ordering agreement. <p>A basic ordering agreement is not a contract. Basic ordering agreement may be used to expedite contracting for uncertain requirements for supplies or services when specific items, quantities, and prices are not known at the time the agreement is executed, but a substantial number of requirements for the type of supplies or services covered by the agreement are anticipated to be purchased from the contractor. A basic ordering agreement shall not state or imply any agreement by the Government to place future contracts or orders with the contractor or be used in any manner to restrict competition. The BOA does not obligate the government, instead it sets the ground work for future contracts that may use the BOA as a foundational document.</p> <p>Given the above situation, and the need to maximize competition for these requirements while seeking administrative efficiencies in contract administration, it appears evident that the use of a BOA is more applicable to this situation than an IDIQ contract. This is particularly true now that the previously large scope, single contract has been broken into 3 discrete element contracts.</p> <p>Recommendation: That the contract venue for the TACOM S3 Family of Contracts be changed from IDIQ to BOA in order to increase the degree of competition in the award of task orders, and to reduce the administrative resources required to award and administer task order contracts. And, in order that maximum competition be attained, that the number of BOAs awarded be unlimited.</p>	The Government analyzed all contract types and determined that an Indefinite-Delivery, Indefinite-Quantity (IDIQ) is the most appropriate contract type for TS3. No change will be made to the contract type.
267	<p>Subj: Applicability of the JPO Robotics Task Order to the ERS draft RFP (W56HZV-14-R-0031)</p> <p>Discussion: The sample task order for draft RFP W56HZV-14-R-0031 involves equipment related services for JPO robotics. A couple of points are germane on this task order:</p> <ol style="list-style-type: none"> 1. Currently, JPO robotics does not support any Programs of Record (PoR); thus, the need for equipment related services outside of the OCO-fielded robots is limited 2. DoD designed those robots fielded during OIF and OEF to have standardized parts. The only "part" of the robot that is not standardized is the software. This again reduces the need for equipment related services. 3. Much of the task order pricing is based upon OEF deployed forces. Currently, it appears that the majority of US forces will be redeployed from OEF in the very near future, and this work will be eliminated. <p>Recommendation</p> <p>Replace the JPO Robotics task order with a task order that has a higher degree of applicability to near future work involving PoR weapons systems, and supports weapons systems with a greater degree of differentiation in order to permit more objective selection between the applicable bidders.</p>	The Government will not be replacing the Robotics Task order with another task order.
330	<p>H.4.1.5 Off Ramp</p> <p>Request the Government remove this statement "If a prime contractor does not pay its subcontractors/teammates within 30 days, despite receiving payment by the Government for such services." It is not reasonable for a prime to pay its subcontractor if the Government has not paid the Prime Contractor. If the Government cannot remove this clause suggest the clause be changed to "If a prime contractor does not pay its subcontractors/teammates within 30 days of Prime Contractor receiving payment by the Government for such services."</p>	The language at Paragraph H.4.1 concerning Off-Ramping has been revised. The final RFP will contain the revised language.
332	<p>H.22.6 Avoidance of Conflict of Interest (OCI)</p> <p>Request the Government include a statement to cap the liability to the value of the task order.</p>	The Government cannot cap the liability. See DFARS 227.7103-7(c)(5) (Use and non-disclosure agreement) and 252.227-7025(c) (Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)) for further information on this issue.

333	<p>H.22.6 Avoidance of Conflict of Interest (OCI)</p> <p>Please confirm that the Contractor is only liable for Contractor and their Subcontractor employees who misuse, release, display, reproduce third party proprietary data. Contractor will not be responsible for personnel other than Contractor or associated subcontractor release of proprietary information.</p>	<p>Under H.22.6 the Contractor is liable for their employees and those parties that the Contractor has disclosed protected data to, see DFARS 227.7103-7(c)(5) (Use and non-disclosure agreement) and 252.227-7025(c) (Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)).</p>
334	<p>H.22.6 Avoidance of Conflict of Interest (OCI)</p> <p>Suggest the following be added to H.22.6 "Contractor is not liable for any claims or liability arising from the negligence or misconduct of Government or third parties. Notwithstanding any other provision to the contrary, the Contractor's total liability will not exceed the total value of task order regardless of the legal theory assert, unless such liability arises from Contractor's gross negligence or willful misconduct." This added language would clarify that prime and their subcontractors are only liable for their own actions.</p>	<p>The prime and their subcontractors are only liable for their own actions, see DFARS 227.7103-7(c)(5) (Use and non-disclosure agreement) and 252.227-7025(c) (Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)).</p>
348	<p>PWS Section 1.6.17.1.3, Inventory</p> <p>During phase in, upon an inspection of GFE, if the contractor discovers unserviceable equipment, who will have the responsibility to dispose of such equipment?</p>	<p>The incumbent contractor has the responsibility to turn in unserviceable equipment.</p>
350	<p>The RFP clearly defines how the Government will treat Joint Ventures with respect to size standard determination and small business participation. However, the RFP is silent on how the Government intends to evaluate the capabilities and past performance of joint ventures.</p> <p>Question: Would the Government consider adding the following to L.4, "The Government will consider past performance from any company participating in a joint venture as offeror past performance, as long as the joint venture is a formal arrangement (i.e., its own legal entity with a separate Cage code)? The Government will treat informal joint ventures (i.e., not its own legal entity) as a prime/subcontractor arrangement, with the Managing Partner designated as the Prime when evaluating past performance."</p>	<p>Past Performance is not being evaluated under any of the 3 RFPs. Experience is being evaluated. The Government will evaluate the combined experience of all members of a joint venture the same as it will evaluate the experience of any other prime offeror.</p>
353	<p>If the company qualified as a small business under 541712 for the TS3 F/D FoC, is a small business plan required?</p>	<p>Small businesses are not required to submit a small business plan.</p>