

**Request for Proposal GSV07PD0003  
Amendment-A002**

**Answers to Vendor Questions**

Q.1.1 Will GSA post all of the RFP Sections B through M forms to be completed as Word documents as opposed to the current PDF versions?

**A.1.1 No. The solicitation and any amendments issued will be posted in PDF format only. Also see responses to Q.2.1 and Q.2.2 of Answers to Vendor Questions in Amendment-A001.**

Q.1.2 Is the Government agreeable to a mutual confidentiality clause?

**A.1.2 No.**

Q.1.3 Is the Government agreeable to a reasonable limit on liability clause that excludes consequential, indirect, lost profit, etc., damages?

**A.1.3. No. Limited liability clauses are generally restricted to cost reimbursement contracts. Vendors will have to account for their perceived risk in their unit prices.**

Q.1.4 Reference: Section B – Which of the CLINs listed in Section B of the RFP is subject to the service Contract Act?

**A.1.4 The applicability of the Service Contract Act to the CLINS listed in Section B will depend on the offeror's proposed solution to meet the requirements of the solicitation. Generally, the CLINS that are subject to the Service Contract Act are those associated with services performed by one or more classes of Service employees, as defined by the Act.**

Q.1.5 Reference: Section B.1.1.2, P-1 – *Initial/Special Training*, states that “*This charge does not apply to any ongoing or refresher training conducted by the contractor to ensure compliance of performance requirements or training of replacement ISs due to attrition or other causes.*” Where does GSA expect the training costs incurred by training new IS personnel to be included in the proposal? Is this charge expected to occur only once during the life of a task order contract?

**A.1.5 As stated in Section B.1.1.2, Initial/Special Training is a one-time charge to be paid for labor and supply costs incurred to develop training materials and train the initial complement of ISs or any additional ISs above the initial complement to support task requirements. The charges are to be calculated by using the CLINs listed in the Section B.2.1.3 price tables. The charges can be applied during project start-up to train the initial complement of ISs or for any subsequent activities that may require the contractor to train additional ISs above the initial complement or to train existing ISs for new tasks initiated by the Government. However, these charges cannot be applied to any ongoing or refresher training conducted by the**

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**contractor to ensure compliance of performance requirements or training of replacement ISs due to attrition or other causes.**

Q.1.6 Reference: Section C.3.1.1.3, P-32 – Are speech recognition and text-to-speech required for all languages noted?

**A.1.6 Yes. The Government expects that all automated voice response solutions, including IVR, Voice/Speech Recognition, and text-to-Speech, support the languages identified in Section C.3.1.1. Also see response to Q.1.4 of Answers to Vendors Questions issued in Amendment A001.**

Q.1.7 Reference: Section C.3.1.11, P-36 - Hosted FAQ Services states “[T]he Government intends to harvest some or all of the information contained in the Contractor’s FAQ knowledge base through the USA.gov. search service or other agency search services on a regular basis.” What does this mean? Harvest for what? Who will the information be shared with?

**A.1.7 It means that the Government may use automated or manual tools to collect the content of the FAQ knowledgebase via the Internet or direct the contractor to produce the content in a suitable format on a regular basis to enable the Government to make the content accessible to users of selected government websites, such as USA.gov. The intent is to enable the Government to share the latest information with the general public to the broadest extent possible.**

Q.1.8 Reference: Section C.3.5.5, P-47 – Information Systems Security Management, Security Test and Evaluation Reports, states [T]he Security Test and Evaluation Reports shall be prepared by a third party vendor selected and paid for by the Contractor.” Can this third party vendor be a subcontractor on the Contractor’s team for purposes of this RFP? If the Government selects its own third party vendor, will said third party vendor be required to sign a nondisclosure agreement and not be a competitor of Contractor?

**A.1.8 To maintain impartiality of the findings, the third party cannot be a subcontractor or a teaming member on the Contractor’s team. The Government may elect to use its own third party vendor to prepare the above reports and/or to conduct any audits, surveys and inspections of operations and facilities on behalf of the Government. If so, it will require the third party vendor to sign a non-disclosure agreement to protect each contract holder’s procurement-sensitive information as delineated in Section H.19. The Government however will not require the third party vendor to sign a “no-compete” agreement with the contractor. Any such agreement will have to be negotiated between the third party vendor and the contractor outside the purview of this contract.**

Q.1.9 Reference: Section C.3.5.5.1, P-49 – Pursuant to Section C.3.5.5.1 *Personnel Security*, how many years should the Contractor go back for the credit and/or criminal history inquiry, employment verification? What level of drug screening is required?

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**A.1.9 Personnel security requirements are task dependent. Specific personnel security requirements, including credit and/or criminal history inquiry, employment verification, and drug screening will be addressed in individual task orders.**

Q.1.10 Reference: Section C.3.5.5.2, P-49 – Pursuant to Section C.3.5.5.2 Information and Telecommunications Systems Security, audits, who will conduct these audits? The Government? Third party vendors hired by the Government? If the Government uses a third party vendor to perform such audit, will they be required to sign a nondisclosure agreement and not be a competitor of Contractor?

**A.1.10 The audits may be performed by Government employees or by a third party vendor hired by the Government. If the Government uses a third party vendor to perform the audit, it will require the vendor to sign a non-disclosure agreement to protect each contract holder’s procurement-sensitive information. Also see response to Q.1.8 above.**

Q.1.11 Reference: Section C.3.5.5.3, P-50 – Does the Government require a dedicated facility or just dedicated, secure space within the Contractor’s facility?

**A.1.11. There is no requirement that a dedicated facility be established by the contractor for this contract. However, there may be unique requirements at a task order level that may require such a dedicated arrangement. Such requirements will be addressed at a task order level.**

Q.1.12 Reference: Section C-4, P-55 – *Staff To Be Provided states that “no prospective employee has a criminal misdemeanor or a felony record and has a satisfactory history of credit.”* Does this mean that prospective employees cannot have any misdemeanor in their history? Or is there a timeframe on how far said criminal history is reviewed (i.e., 10 years)? What is meant by “Satisfactory history of credit”?

**A.1.12. Prospective employees with a criminal misdemeanor or a felony record are not eligible for performance under this contract unless this requirement is waived by the Government at the task order level. As stated in the response to Q.3.7 of the Answers to Vendor Questions issued in Amendment-A001, the Government defers to the “Satisfactory” definition used by the credit industry for rating individuals’ credit history and the acceptance of such a rating by the contact center service industry for employment purposes.**

Q.1.13 Reference: Section C.5.5, P-62 - Pursuant to Section C.5.5 *Facility and Systems Access*, do authorized representatives of Government potentially include third party vendors? If so, will said third party vendor be required to sign a nondisclosure agreement and not be competitor of Contractor?

**A.1.13 Authorized Government representatives may include third party vendors. Any such vendors will be required to sign a non-disclosure agreement to**

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**protect each contract holder's procurement-sensitive information. Also see response to Q.1.8 above.**

Q.1.14 Reference: Section C.9.3.3, P-76 – Pursuant to Section C.9.3.3 *External Operation Assessments*, do authorized representatives of Government potentially include third party vendors? If so, will said third party vendor be required to sign nondisclosure agreement and not be a competitor of Contractor?

**A.1.14 See response to Q.1.8 above.**

Q.1.15 Reference: Section F.2, P-85 - *Period Of Contract states that the contract becomes effective on the Date of Award through September 30, 2008*; however, Section H.1 Term of Contract (pg 100) states that the Base Period is for two years from Date of Award. Which is correct?

**A.1.15 Section H.1 has been amended to reflect the contract term of a Base Period of two (2) years, followed by four (4) two-year option periods.**

Q.1.16 Reference: Section H.1.2, P-100 – *The RFP states that for the purposes of this contract, NAICS code 519190, Other Information Services, applies. The size standard is \$6,000,000.* Will contractors be given small business subcontracting credit by working with firms that do not meet the \$6M standard, but that are otherwise credentialed by the SBA as small business enterprises?

**A.1.16 Section H.1.2 has been amended to correct the size standard from \$6,000,000 to \$6,500,000. The \$6,500,000 size standard is used by the Government to determine whether the offeror is qualified as a small business for this solicitation. In its subcontracting plan for small businesses, the offeror may include SBA accredited small businesses that specialize in providing services in other service sectors. These other service sectors may have different size standards than NAICS Code 519190.**

Q.1.17 Reference: Section H.19, P-106 – Pursuant to Section H.19 Government Observations, can contractors participate in the selection of third party vendors to perform audits or customer surveys?

**A.1.17 See response to Q.1.8 above.**

Q.1.18 Reference: Section H.25 – What is the Government's expectation of the right to license or purchase Contractor's preexisting systems, software, databases, knowledgebases, phone system, methodologies, procedures, training materials, etc. that are created at Contractor's sole expense ("IP"? Pursuant to Section H.25, does the Government expect a license or sale to said preexisting IP at the end of the contract term?

**A.1.18 Upon completion of a specific task, the Government expects the contractor to turn over to the Government in its entirety, all information resources developed**

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**by the contractor and paid for by the Government in support of the task. Any requests from the Government to the contractor to turn over contractor-owned properties developed over the course of the task at the contractor's expense will occur near or upon completion of the task. The terms and conditions of such a transaction will be negotiated between the Government and contractor at that time. Other than these transactions, the Government does not expect to take ownership of the contractor owned properties upon completion of this contract.**

Q.1.19 Reference: Section J, Att 3, Section L.7.2.1, P-154 – **Technical Proposal Index** versus **Technical Proposal Organization** – The outline/order in Attachment 3, (Section J) Table J.2 is different than the detailed outline/order of the technical proposal beginning on page 154. Which response order are we to follow? Also Table J.2 has incorrect corresponding numbers and titles than in the technical proposal organization section. (i.e., L.7.2.1.6.4 in table is “Performance Management Plan” but should be L.7.2.1.6.3. L.7.2.1.6.5 does not exist but is on Table J.2 as QA/QIP; should be L.7.2.1.6.4.)

**A.1.19. Attachment 3 has been retitled to “Technical Proposal Index” (see response to Q.4.6 of Answers to Vendor Questions issued in Amendment-A001. Offerors should follow the proposal organization outlined in Section L.7.2.1 in submitting their proposals. Table J.2 has been renamed as Attachment 3 and the reference section numbers are being renumbered to align with the numbering scheme used in Section L.**

Q.1.20 Reference: Section J, Att 3, Section L.7.2.1.1 – Are Attachment 3 (Section J) “Technical Proposal Index” and L.7.2.1.1 “Proposal Index” the same thing? If so, Attachment 3 is missing several requirements, how should those items be addressed?

**A.1.20 The “Proposal Index” referenced in Section L.7.2.1.1 and Attachment 3 – Technical Proposal Index are one and the same. Section L.7.2.1.1 is being renamed as Technical Proposal Index to be consistent with Attachment 3. The Government assumes that the missing requirements indicated above are Emergency Response Capability (Section L.7.2.1.5.4) and Human Resources Management Plan (Section L.7.2.1.6.2). Attachment 3 is being amended to add the missing requirements.**

Q.1.21 Section L.7.2.1.3, Section L.7.2.1.4, Section J, Att 1 - For the purposes of completing the Past Performance Section(s), can prime contractors use the past performance of a teaming partner as one of its three listed references?

**A.1.21 The Government holds the prime contractor responsible for satisfactory performance, therefore, only past performance references submitted for work performed by the prime contractor will be evaluated. Past performance references of teaming partners submitted will not be evaluated.**

Q.1.22 Section L.7.2, P-154 – We would like to clarify our understanding of the 125-page limitation on the Technical Proposal. For good reasons, GSA has included in the

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RFP literally hundreds of individual line item requirements, and we would like to offer commentary on our capabilities and solution for each item. We understand that there is no value to GSA in our flipping “shall” statements into “will” statements. Two specific recommendations to bring more value to this process – 1) remove the double-spacing requirement, and 2) treat the “plan documents” as resumes and other content not counted against the page limitation. This allows more focus on demonstrating the capabilities and solutions that are at the core of this procurement. Can GSA consider these recommendations and respond on a fast track?

**A.1.22. Section L.7.2 has been amended to allow the use of single-spaced text in the proposal. However, all of the required plans will count toward the 125 page limit. Also see response to Q.1.10 of Answers to Vendor Questions of Amendment-A001.**

Q.1.23 Reference: Section L.7.3, P-162 – Business Proposal Submission Requirements states that Contractor proposals shall remain in effect for 90 days; however, Section K.6 (FAR 52.214-16 Minimum Acceptance Period) states that the minimum acceptance of a proposal is 120 days. Which is correct?

**A.1.23 Section L.7.3 has been amended to require proposals to remain in effect for two hundred seventy (270) days. See Amendment-A001.**

Q.1.24 Reference: Section L.7.3.1.1, P-163 – GSA requires vendors to provide a ‘completed copy of all terms and conditions of the solicitation’ as part of the Business Proposal. Is the proper interpretation of this that GSA is requesting that vendors provide a response to Section H of the RFP (Special Contract Requirements)?

**A.1.24 The correct reference is L.3.1. The solicitation has been changed to read, “...a completed copy of the representations, certifications and other statements of offerors in Section K of this solicitation.”**

Q.1.25 Will GSA allow vendors to propose optional CLIN’s, in addition to those stipulated by the RFP? There are services of high potential value to agencies that could be added as options, and adding these with a proposal submission would give agencies access to these optional CLIN’s along with the required services.

**A.1.25 No. Offerors shall respond only to CLINS identified in Section B – Price Tables. Also see response to Q.1.1 of Answers to Vendors Questions issued in Amendment-A001.**

Q.2.1 Reference: Section H.24 – Hold harmless and Indemnification, P-109 – The RFP states that the contractor “... Resulting in whole or in part from the willful, negligent, or careless acts or omissions of the contractor...”. Request that this clause be removed from the RFP and addressed at the task order level. With this being an IDIQ contract and the work not identified, it puts a financial burden on the contractor to have insurance coverage for any and every type of possible event that may be covered under the statement of work.

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**A.2.1 In order for a contract clause to be invoked at the task order level, it must be included in the base contract. As stated in the response to Q.3.1.5 of Answers to Vendor Questions issued in Amendment-A001, all task order requirements must remain within the framework of the contracts awarded pursuant to this solicitation. User agencies will not be allowed to add to or remove any of the special contract clauses contained in contracts awarded as a result of this solicitation, unless there has been a subsequent modification to the underlying contract.**

Q.3.1 Will the GSA be willing to accept, in lieu of the completed Past Performance Questionnaire, a telephone conversation regarding the contractor's performance with a customer that, as a national government and as a matter of its internal government policy, does not complete and return such questionnaires?

**A.3.1 No. In order to ensure consistency of results and to document past performance evaluations received, the past performance questionnaire must be used.**

Q.3.2. Will the Government grant a seven (7) day extension to the proposal due date of the subject solicitation?

**A.3.2. Amendment A002 changes the date and time for receipt of proposals to: 3:00 pm local time, June 27, 2007.**

Q.4.1 Will the Government consider a 30-day extension to the due date for the subject solicitation? Such an extension would allow for a thorough review and analysis of the responses to the questions recently provided.

**A.4.1 See response to Q.3.2 above.**

Q.5.1 Will the Government clarify whether offerors are required to submit the management reports identified in Section C.11 in response to this solicitation?

**A.5.1 Section L.7.2.1.4 of the solicitation requires offerors to submit a sample package of the reports for each of the projects selected as reference in response to Past Performance. Section L.7.2.1.6.1 requires offerors to provide as part of their Program Management Plan a description on methodologies and approaches for providing timely operational and management reports to meet the requirements identified in Section C.11 of this solicitation.**