

Question Number	RFP Section	Question	Response
1	N/A	Is an active security clearance needed?	No
2	Section 7, Key Personnel	Is the AEM/CEM a formal requirement or can experience count (i.e., previous EM leadership/state/local leadership, appropriate skills, etc.)?	Key personnel shall have emergency management certification, such as Associate Emergency Manager (AEM) or Certified Emergency Manager (CEM).
3	N/A	Is there a cap for number of staff (i.e., just for one Lead Analyst position is mentioned by name but then asks for all LCATs/personnel)?	No
4	N/A	Is there a final budget number behind this?	Budget information is not necessary to respond to the solicitation.
5	N/A	Are the staff required on-site or hybrid/remote allowable if no set meetings?	Staff may be required for performance both on-site or hybrid/remote
6	Page 6, Section II. PROPOSAL INSTRUCTIONS (4)	The proposal instructions state "Offeror shall provide a list of its similar experience as a prime contractor for up to three (3) contracts performed in the past three (3) years." Is this list, as well as the detailed synopsis and other information required for each past performance reference, part of Volume I Technical Proposal?	Yes
7	Page 6, Section II. 4. Past Performance	Will past performance write ups count towards 15 page count? If not, is there a page limit for past performance write ups?	Past performance lists (1 page each) are included in the Technical Volume page limit.
8	Page 5, Section II. 3. Qualifications of Proposed Staff	The Government states, "Offeror shall provide a list of labor categories, descriptions, and minimum qualifications for all proposed staff". Should the LCATs, descriptions, and minimum qualifications be outlined within the pricing narrative? If not, is there a page limit for this information?	Labor categories, descriptions, and minimum qualifications may be provided in the pricing narrative.
9	Page 5, Section II. 3. Qualifications of Proposed Staff	Will the Key Personnel resume count towards the 15 page count?	Yes, one (1) page resume.
10	Page 5, Section II. 3. Qualifications of Proposed Staff	The proposal instructions state, "Each resume shall be followed by a succinct description of experience similar to that described in Section 7 of the Statement of Work." Is this description subject to the 1 page limit as part of the resume?	No

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11	Page 4, Section I. 7. Key Personnel Page 5, Section II. 3. Qualifications of Proposed Staff	The SOW Section 7 states, "Personnel for this position shall also have experience in online training platforms such as Adobe and Webex, be proficient in Microsoft systems, and have emergency management certification, such as Associate Emergency Manager (AEM) or Certified Emergency Manager (CEM); In contrast the Proposal Instructions Section 3 states, "Qualified staff must have experience in online training platforms such as Adobe and Webex, and Microsoft systems, and have emergency management certification, AEM or CEM" Will the government please confirm if the AEM or CEM certification are required or will an equivalent certification be accepted?	Equivalent certification is fine.
12	Page 1, Section 2. Background	What is the current staffing level of the incumbent contract?	Incumbent information is not necessary to respond to the solicitation.
13	Page 1, Section 2. Background	What is the value of the current contract and its PoP?	Incumbent information is not necessary to respond to the solicitation.
14	Page 1, Section 2. Background	Are there any substantial differences for this effort as compared to the incumbent contract?	Incumbent information is not necessary to respond to the solicitation.
15	Page 1, Section 3. Description of Services	Does the Sergeant at Arms currently follow a specific Emergency Management Framework?	No
16	N/A	Is there an incumbent contractor that is currently performing, or has previously performed, this independent analysis work?	Incumbent information is not necessary to respond to the solicitation.
17	N/A	Please identify any incumbent contractor(s) who provide support to OSEPC for the services evaluated by this program (i.e., COOP plans; emergency action plans (EAPs); emergency supply kits; exercise planning and execution; and life safety planning and documentation)?	Incumbent information is not necessary to respond to the solicitation.
18	N/A	Are contractors who support OSEPC with the services being reviewed by this solicitation barred from competing due to conflict of interest? (i.e., their objectivity would be compromised if they were to evaluate the efficacy, currency, and completeness of their own work)	There are currently no contractors who support OSEPC with the services being reviewed for this solicitation.
19	Attachment B - Pricing Table	The Optional Tasks section of the Pricing Table asks vendors to price document updates without any context of size, scope, complexity, and resultant level of effort required to update them. Under the proposed pricing, updating a 21-page booklet would be priced the same as updating a complex, 140-page booklet (Roadmap to Readiness). Similarly, updates to an Emergency Supply Kit PowerPoint would be equal to updates to a Personal Preparedness PowerPoint (which includes a video plus a plan builder). Can the government provide a graduated pricing option that allows vendors to scale and/or negotiate proposed pricing for recommended updates?	For the Optional Tasks section of the Pricing Table Offerors may insert row(s) to provide graduated pricing options, as necessary.

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20	Statement of Work - Section I. Statement of Work Subsection 7. Key Personnel Section II, Subsection 3. Qualifications of Proposed Staff Section III, Subsection 1 Factor 2 - Key Personnel	<p>In <i>Section II, Subsection 3. Qualifications of Proposed Staff</i>, The Senate indicates "proposed staff must have at least 7-10 years of experience working as a Lead Analyst". In Section I. Statement of Work Subsection 7, Key Personnel, the Senate indicates the 7-10 year experience requirement applies only to the Lead Analyst. The Evaluation criteria also states that "key personnel and other personnel will be evaluated on "a minimum of 7-10 years of experience".</p> <p>Can the Senate clarify if the years of experience requirements in Section II, Subsection 3 apply only to Lead Analyst role and not all proposed staff?</p>	The requirement is 7-10 years of experience for the Lead Analyst.
21	Statement of Work - Section I. Statement of Work Subsection 7. Key Personnel and Section II, Subsection 3. Qualifications of Proposed Staff	<p>In <i>Section II, Subsection 3. Qualifications of Proposed Staff</i>, The Senate indicates "personnel for this position shall (...) have emergency management certification, such as Associate Manager (AEM) or Certified Emergency Manager (CEM)".</p> <p>Would a Certified Business Continuity Professional (CBCP) certification be accepted as an "Emergency Management certification"?</p>	A Certified Business Continuity Professional (CBCP) would be acceptable.
22	Section III, Subsection 1 Factor 2 - Key Personnel	The Senate states the evaluation factors for Key Personnel in <i>Factor 2 - Key Personnel</i> but also indicates that "other personnel" will be evaluated using criteria a); b); c). How is the Senate evaluating the qualifications of key personnel differently from other personnel? Would the government consider titling Factor 2 "Staffing" rather than "Key Personnel"?	Factor 2-Key Personnel relates to the evaluation of key personnel only. See Amended RFQ.
23	Section III, Subsection 1 Factor 2 - Key Personnel	The Senate states the evaluation factors for Key Personnel in <i>Factor 2 - Key Personnel</i> but also indicates that "other personnel" will be evaluated. Would the government consider titling Factor 2 "Staffing" rather than "Key Personnel" to better reflect the proposed team?	Factor 2-Key Personnel relates to the evaluation of key personnel only. See Amended RFQ.
24	Statement of Work - Section III, Subsection 3 Quotation Submission Instructions, Para. (e)	The Senate states: "The Offeror shall provide a Firm-Fixed-Price for services in the PRICING TABLE included as Attachment B." Would the Senate be amenable to pricing the Optional Tasks using a Time and Materials rate card? This will allow for more appropriate scoping based on the level of effort needed to update each document	No
25	Attachment D - Addendum to Commercial Agreements	Can the Senate clarify that Attachment D – Addendum to Commercial Agreements is only applicable to the extent the Senate will license or use commercial software, applications, or platforms (including SaaS), which license or use would be subject to a commercial license agreement or similar (such as a EULA, terms of use, etc.), and that Attachment D does <i>not</i> apply to the provision of professional services?	Confirmed

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26	Attachment D – Addendum to Commercial Agreements, Section 2	Attachment D – Addendum to Commercial Agreements, Section 2, seeks to modify any clause in a Contractor’s commercial license agreement that gives the “Contractor control over any claims or disputes involving third party claims, including but not limited to, patent, copyright, trademark, or other intellectual property infringement.” Can the Senate confirm that if the Contractor’s commercial license agreement does not contain such a clause, then the modified provision set forth in Section 2 does not apply? Further, to the extent the Contractor’s commercial license agreement does contain such a clause, will the Senate incorporate updates to the proposed modified provision to be consistent with the types of claims specified in the Contractor’s license term—i.e., if the Contractor’s license terms include an IP infringement indemnity, the modified language will be updated to only address such IP infringement indemnity?	If no commercial licenses is being proposed, Attachment D does not apply.
27	General Comment	Industry standard commercial services terms generally include a limitation on each party’s liability such as the following provision: “Neither party shall be liable to the other party for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, loss of business or loss of profits, arising out of or in connection with the performance or non-performance under this agreement. Except for violations of law (including the foreign corrupt practices act and the false claims act), or to the extent of a party’s recklessness, bad faith or willful misconduct, in no event shall either party be liable to the other for an amount in excess of the fees payable to which a claim, damage or liability relates.” Will the Senate incorporate such an industry-standard provision into the Order Scope of Work?	No, the RFQ contains the SAA’s current terms and conditions and does not intend to modify those at this time.