

**SOLICITATION NO. DE-SOL-0003490, MANAGEMENT AND OPERATION OF THE STRATEGIC PETROLEUM RESERVE**

**Questions/Comments**

1. Question/Comment: Reference C 2.0-2.5, Environmental – “The contractor must establish and implement a Site Sustainability Plan (SSP).” We suggest that the Government ask the offeror to describe where they have established and implemented a SSP in the past.

**Response: DOE does not contemplate changing the language.**

2. Question/Comment: Reference C 2.0-2.5, Environmental – “The Environmental Management System shall meet the requirements set forth in applicable International Standards Organization (ISO) 14001 and be capable of *registration* by a *Registrar Accreditation Board* within the first year of operation or such other reasonable period of time.” We believe that the proper accreditation board is ANAB (ANSI-ASQ National Accreditation Board) and suggest that this sentence says the offeror is capable of certification, not registration.

**Response: The sentence will be revised as follows: “The Environmental Management System shall meet the requirements set forth in applicable International Standards Organization (ISO) 14001 and be capable of certification by a Registrar accredited by ANSI-ASQ National Accreditation Board within the first year of operation or such other reasonable period of time.”**

3. Question/Comment: Reference Attachment G – We do not see a reference to Attachment G in Sections L or M. Please clarify where to include this attachment in the proposal. We also suggest that if it is placed in Volume II it not count towards the 100 page count limitation.

**Response: L.15(d) will be appropriately modified to address the Attachment G requirement. The forms are excluded from the page count.**

4. Question/Comment: Reference C 2.7 (2.7.9), Safety and Health – “The Contractor shall commit to Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP) criteria plus achieve and maintain VPP status at each SPR operating site.” We suggest DOE require the achievement of VPP status at each SPR operating site within one year of contract award and describe where the Offeror has done it before.

**Response: DOE does not contemplate changing the language.**

5. Question/Comment: Reference C 2.7 (2.7.9), Safety & Health – We have noticed that DOE has not made achievement of OHSAS 18001 a requirement. We suggest that DOE add OHSAS 18001 as a requirement and that it be achieved within one year.

**Response: DOE does not contemplate changing the language.**

6. Question/Comment: Reference L.15(e) and Attachment F-1 – L.15(e) first paragraph states that “the offeror may attach additional pages if necessary.” At the bottom of Attachment F-1 it states “attach additional sheet if necessary (one additional sheet maximum).” We suggest that the Government clarify the number of additional pages allowed for Attachment F-1, and we further suggest that in order for the Government to get a complete understanding of each offeror’s relevant experience with regard to size, scope and complexity that up to five additional pages be permitted for each Attachment F-1. We also suggest that offerors be instructed to include previous certification of SSP and previous OSHA VPP accreditation on Attachment F-1.

**Response: L.15(e) will be appropriately modified to provide clarification. Only one additional sheet will be allowed.**

**It is at the offeror’s discretion to include its certifications and its accreditations.**

7. Question/Comment: Reference L.13.(i)(1), Page Count – L.15(d) fourth paragraph states that Attachment F-1 is within the page limitations of Volume II. The Government specifies the number of F-1 forms that are required for the offeror, its parent companies and major subcontractors. Because there will be a different number of companies on each offeror’s team, there could be a considerable difference in the number of Attachment F-1 pages in each proposal. Because the Attachment F-1 pages may be numerous, they will require much of the 100 page allocation and will be disproportionately burdensome to offeror teams with a large number of parent-companies and/or major subcontractors. Therefore, we recommend the Government consider removing the Attachment F-1 forms from the 100 page Volume II limitation in order to level the playing field for all offerors.

**Response: Section L, Attachment F-1- Relevant Experience and Past Performance Reference Information Form will be excluded from the page limitation in Volume II. L.13 and L.15 will be appropriately modified.**

8. Question/Comment: Reference General N/A – Please confirm that the Table of Contents, List of Figures, Acronym List, Cross Reference-Matrix, and tabs do not count towards page count for Volume II.

**Response: The Table of Contents, Lists of Figures, a List of Acronyms, Cross Reference-Matrix, dividers, tabs, or similar inserts that do not provide any substantive information are excluded from the page limitation. L.13 will be appropriately modified.**

9. Question/Comment: Reference L.13.i(2) – “Key Personnel resumes (Paragraph L.15(b)) shall not exceed three pages for each resume. Page limitation does not include Letters of Commitment.” Because of the importance to DOE’s evaluation, we suggest allowing five pages for the Project Manager resume.

**Response: Four (4) pages will be allowed for each resume. L.13 will be appropriately modified.**

10. Question/Comment: Reference L.14.7 – “The complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization.” Please clarify “other participants”. Do you want DUNS numbers from the offeror’s parent organizations?

**Response: Requirement will be deleted. L.14 will be appropriately modified.**

11. Question/Comment: Reference L.14.b(9), Equal Opportunity Compliance – “This information shall be provided for the offeror any and all performing entities. This information shall be provided for subcontracts of \$10 million or more.” Please clarify if subcontractors obtained competitively and who are not part of the offeror’s proposed team are to be included in this requirement. For example, DM’s subcontract with WSI was obtained competitively and WSI is not a part of any current joint venture or teaming agreement with DM but the subcontract with WSI will continue past the start date of the next M&O Contract.

**Response: This information is not required for subcontracts that are awarded by the incumbent Management and Operating contractor and assumed by the successful offeror.**

12. Question/Comment: Reference L.14.b(9), Equal Opportunity Compliance – “This information shall be provided for the offeror any and all performing entities. This information shall be provided for subcontracts of \$10 million or more.” Please clarify if the \$10 million amount for subcontractors is per year or total over the five-year contract.

**Response: The information shall be provided for subcontracts of \$10 million or more over the five-year base period.**

13. Question/Comment: Reference L.15.b(1), Key Personnel – “The Offeror shall describe proposed Key Personnel’s demonstrated leadership; relevant experience and qualifications in performing work similar in size, scope, and complexity to the PWS; and qualifications (e.g. education, certifications, licenses) as presented in the resumes.” Is there a key personnel narrative section in Volume II separate from the resumes themselves or is all information on key personnel found only within their resumes?

**Response: Resumes only.**

14. Question/Comment: Reference L – In various places, such as L.15(d) Past Performance, the Government defines major subcontractors as those performing subcontracts of \$25M or more. Please clarify whether the \$25M standard is per year, for the five-year base period, or for the ten-year contract maximum.

**Response: The \$25 million or more is for the five-year base period.**

15. Question/Comment: Reference L.15.C, Major Subcontractors – “Identify any named major subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.” Please

clarify whether existing subcontractors obtained competitively and not part of the offeror's proposed team are included in this requirement. WSI's security subcontract will continue past the start date of the next M&O Contract.

**Response: This information is not required for subcontracts that are awarded by the incumbent Management and Operating contractor and assumed by the successful offeror.**

16. Question/Comment: Reference L.14(9) – “The following paragraphs in Section L refer to major subcontractors: 14.(9); 15.(c)(i), (d), (e); and require EEOC information and descriptions of the work to be performed by the major subcontractors.” Should this be included for existing subcontracts that will continue beyond the start date of the next M&O contract, such as WSI's security subcontract?

**Response: This information is not required for subcontracts that are awarded by the incumbent Management and Operating contractor and assumed by the successful offeror.**

17. Question/Comment: Reference L.15(e), Relevant Experience – “If the Offeror is a joint venture, LLC, or similar entity, the Offeror shall submit three contracts for each member that comprise the joint venture, LLC, or similar entity. Section L.15 (d) Past Performance states that DOE will use the same Relevant Experience and Past Performance Reference Information Form...for the same three contracts identified for relevant experience for the Offeror.” Therefore, it follows that if the Offeror is a joint venture, LLC, or similar entity, the Offeror would submit three past performance references and corresponding questionnaires for each member that comprises the joint venture, LLC, or similar entity. For a large JV, LLC or similar entity with multiple owner companies and/or major subcontractors, this could result in a large number of contract references being required. To avoid an instance in which a 6-member LLC provides 18 contract references while a 2-member JV provides only six references, we recommend limiting the total number of contract references to a fixed number that meets the Government need for performance information.

**Response: The total number references will not be limited.**

18. Question/Comment: Reference L.15(e), Relevant Experience – Please confirm that all relevant experience information is to be provided in Attachment F-1 and that no additional experience narrative is required.

**Response: The Offeror may expand upon its relevant experience in its Volume II proposal subject to the overall page count limitation. L.15 will be appropriately modified.**

19. Question/Comment: Reference H.3(g)(3), Establishment & and Maintenance of Pension Plans for which DOE Reimburses Costs – “Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.” This seems to imply that incumbent contractor personnel hired by the successful offeror, whether that successful offeror is the incumbent or non-incumbent, will lose all accrued

service credits to that date. Suggest changing the sentence to read “Non-incumbent employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.”

**Response: We don’t believe the assumption is correct. The clause is required as written and DOE does not contemplate changing the language.**

20. Question/Comment: Reference H.7(b) – “Discretionary Incumbent Management Employees Excepted. It is the Contractor’s prerogative to establish its own management structure. Therefore, the right of first refusal set forth in the Workforce Transition clause is not applicable to Discretionary Incumbent Management Employees. Discretionary Incumbent Management Employees are individuals permanently assigned in the positions listed in Section J, Attachment TBD. The Contractor may offer employment to said employees, in either their current positions or other positions, at the Contractor’s sole discretion.” We suggest the successful contractor be required to hire all of the incumbent’s non-key personnel at the start of the contract. Please clarify whether “discretionary incumbent management employees” include any non-key personnel.

**Response: Discretionary Incumbent Management Employees will be identified.**

21. Question/Comment: Section H.34, Transition to Follow-On Contract, and L.15 – “After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the scope of work covered by the contract.” We suggest that the offeror also be required to provide performance-based metrics for transition and the first year of the contract.

**Response: No change will be made.**

22. Question/Comment: Reference L.15(a), Management Approach – We suggest you add that the offeror be evaluated on their detailed understanding of the unique requirements of the SPR and also their technical approach to completing the mission.

**Response: No change will be made.**

23. Question/Comment: Reference L.15(a) Management Approach – We suggest you include a requirement for a description of the contractor’s risk management system and approach including identification of major SPR risks and proposed mitigation strategies.

**Response: No change will be made.**

24. Question/Comment: Reference B.2(b)(4) and B.2(b)(1), Total available award fee – Please confirm that these two clauses are not in conflict and do not change the current practice under the existing contract except for the change to the fee base deviation percentage from 10% to 15%, that requires a recalculation of award fee.

**Response: The clause is not in conflict.**

25. Question/Comment: Reference L.10 and L.13 – “The successful offeror will be required as part of the determination of responsibility of the **newly organized** dedicated corporate entity...” “The entity may be...**pre-existing** or newly formed...” Please confirm that the offeror does not have to be newly formed as stated in L.10 for this procurement.

**Response: Offeror may be pre-existing provided it meets all other requirements of the solicitation.**

26. Question/Comment: Reference L.10 – “The successful offeror will be required...to furnish a guarantee of that entities performance.” Please clarify whether or not the Government wants parent companies of pre-existing offerors to provide performance guarantees or whether the guarantee should come only from the pre-existing offeror.

**Response: The parent companies of pre-existing entities must submit the performance guarantee agreement required by Clause H.9.**

27. Question/Comment: H.7(a) requires that “... the Contractor shall offer employment to all Incumbent Employees, except as stated in paragraph (b) below, who, as of the date of Contract award, are in good standing and who hold regular appointments and are engaged in performance of work within the scope of work under this Contract.” Moreover, H.3(e) requires that incumbent employees receive their same pay and benefits. These requirements limit Offerors’ ability to effectively address evaluation criteria M.5(a), which requires that Offerors identify “... specific actions to reduce contract cost.” We recommend that Section H.7(a) be revised to provide incumbent employees first right of refusal for positions under the new contract for which they are qualified but not require that the incoming Contractor offer employment to all Employees.

**Response: This is a required clause. DOE does not contemplate changing the language.**

28. Question/Comment: Each part of Section L.15, Proposal Preparation Instructions, is very clear with regard to the information to be provided in response to the RFP with the exception of L.15(a), Management Approach, which contains overlapping and potentially redundant requirements. For example, the first paragraph of Section L.15(a) appears to contain three basic parts:

- (1) The Offeror shall describe its proposed approach to managing and operating activities at the Strategic Petroleum Reserve.
- (2) The Offeror shall demonstrate the depth, quality, effectiveness, and completeness of the Offeror’s proposed approach to performing work described in the PWS,
- (3) Including implementing a contractor assurance system that identifies and corrects deficiencies; developing budgets and establishing cost controls; achieving safe and environmentally responsible performance of work; assuring the operational readiness of the storage sites/facilities; managing a large workforce; ensuring the integrity,

including optimal storage capacity, of the crude oil storage caverns; and identifying specific actions to reduce contract cost.

Part 1 can be interpreted to request a summary of the Offerors overall approach, or it can be interpreted as an introductory sentence that means the same thing as Part 2. Thus, the Offeror is left to guess what DOE is requesting and how the sections will be read and evaluated.

Parts 2 and 3 are partially overlapping. For example, Part 2 requires that the Offeror address each element of the PWS. The PWS already includes specific requirements for contractor assurance systems, budgets, cost controls, safe performance, and other elements that DOE listed separately in Part 3. Thus, it is unclear if Offerors are being requested to address each element of the PWS and then provide another section that readdresses the seven items listed in Part 3, or if the Offeror is to address each item in the PWS with special emphasis on the seven listed items. Offerors are making their best effort to address each item listed in the RFP in exactly the manner being requested by DOE. The inability of an Offeror to correctly guess the specific information that DOE wants and the order in which they want it should not impact the selection process. Therefore, we request that DOE be very specific regarding the information being requested in this, the highest scored proposal section. In that regard, we recommend the following language: “The Offeror shall provide an introductory statement summarizing its overall approach to managing and operating activities at the Strategic Petroleum Reserve. Following that, the Offeror shall describe its proposed approach to performing work described in the PWS. Where appropriate, the approach sections should highlight those parts of the Offeror’s approach that will reduce contract cost.

The Offeror shall address the commitment and availability of corporate resources to support efficient and effective contract performance.

In addition, the Offeror shall describe the extent to which small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are included in the Offeror’s proposed approach to accomplish contract requirements, including mentor-protégés under mentor-protégé agreements, both in terms of the overall share of the work and the variety and complexity of the work to be performed.”

To ensure that the RFP retains continuity between Sections L and M, Section M should be revised to read:

“DOE will evaluate the Offeror’s overall approach to managing and operating activities at the Strategic Petroleum Reserve. In addition, DOE will evaluate the depth, quality, effectiveness, and completeness of the Offeror’s proposed approach to performing work described in the PWS, including those parts of the Offeror’s approach that will reduce contract cost.

DOE will evaluate the commitment and availability of corporate resources to support efficient and effective contract performance.

In addition, DOE will evaluate the extent to which small business, HUBZone small business, small disadvantaged business, service disabled veteran-owned small business, and women-owned small business concerns are included in the Offeror's proposed approach to accomplish contract requirements, including mentor-protégés under mentor-protégé agreements, both in terms of the overall share of the work and the variety and complexity of the work to be performed.”

**Response: Adequate instruction for proposal preparation is provided. DOE does not contemplate changing the language.**

29. Question/Comment: L.15(b)(1) Key Personnel Written Information states, “the proposed Key Personnel positions shall be TBD.” The dictation of a large number of key positions will define the organization structure, which the Offeror is asked to describe and provide a rationale for in Section L.15(c). To ensure that the Offeror retains the ability to establish the overall organization structure, we recommend that the DOE specify four key positions that all Offerors shall provide and further require Offerors to identify any additional key positions and provide a rationale for making those positions key. Please provide a list of the four key positions as soon as possible and prior to release of the final RFP to allow non-incumbent contractors adequate time to identify and obtain two-year commitments from suitable candidates.

**Response: L.15(b) will be appropriately modified to identify key positions.**

30. Question/Comment: C.2.4 states that “The Contractor will provide a Management and Operating Contractor Energy Manager to manage all aspects of SPR energy management to meet Federal, DOE, Executive Order, and SPR energy management requirements and objectives.” Since this is a DOE-required position, we recommend that DOE also make this one of the four key positions.

**Response: The Energy Manger will not be a key position.**

31. Question/Comment: In the Hanford MSC RFP (2008), DOE identified certain positions where they wanted to retain the incumbent individual and required that Offerors excluded those positions from their key positions and staffing plans. Are there any similar positions at SPR sites that DOE desires to exclude from staffing considerations?

**Response: There are no such positions.**

32. Question/Comment: For purposes of determining relevance, Section L.15(e) defines similar scope as “(e.g., operation and maintenance of petroleum facilities, managing and operating activities and project support to these activities). We request that the language be revised to read, “(e.g., operation and maintenance of petroleum facilities or similar complex DOE and commercial facilities).” This language would allow Offerors to include other complex DOE projects that require strict conduct of operations similar to that required at SPR facilities.

**Response: DOE does not contemplate changing the language.**

33. Question/Comment: Per section L.15(f), the Offeror’s transition approach is one of the six principal criteria that form the basis for contractor selection. In addition, the RFP requires a detailed transition cost estimate and the cost of transition represents one of only three cost-items evaluated as part of the cost proposal. The inclusion of transition in both the technical and cost evaluations provides an unfair competitive advantage to the incumbent, who will have both the lowest effort and lowest cost for transition. If Offerors provide a proposed cost for transition that is competitive with the incumbent, that proposed cost can be neither reasonable nor realistic. As currently presented, approximately 10 percent of the total RFP selection criteria is based on transition – a 60-day task that represents less than 1 percent of the total contract cost and which is heavily biased toward the incumbent. Please eliminate transition from both the technical and cost evaluation factors.

**Response: DOE does not contemplate changing the language.**

34. Question/Comment: Section L, Attachment G, Environmental, Safety, Health and Quality (ESH&Q) Past Performance Information Form (Jul 2010): Question: Is this form submitted as uncounted pages with the past performance section [L.15 (d)]?

**Response: L.15(d) will be appropriately modified to address the Attachment G requirement. The forms are excluded from the page count.**

35. Question/Comment: Section L.15(d), Past Performance Section L.15(d), Past Performance states that (1) “DOE will use the same Relevant Experience and Past Performance Reference Information Form as shown in Attachment F-1 in Section L submitted by the Offeror in accordance with Paragraph (e)” and (2) “past performance information will be excluded from the page limitations specified in Volume II. However, per L.15(e) Attachment F-1 is within the page limitations specified in Section L.13(i) and should not be provided separately with the past performance information.” Question: What information is to be included in the past performance section?

**Response: The Offeror may expand upon its past performance for the contracts/projects identified on the Relevant Experience and Past Performance Reference Information Forms as part of its Volume II proposal submission. This information should be identified separately and will not be included in the page limitation.**

36. Question/Comment: Section L.15(e), first paragraph and Section L, Attachment F-1: L.15(e) says “the Offeror may attach additional pages, if necessary,” and Attachment F-1 states, “Attach additional sheet if necessary (one additional sheet maximum).” Question: Will DOE allow the addition of multiple pages to Attachment F-1?

**Response: L.15(e) will be appropriately modified to provide clarification. Only one additional sheet will be allowed.**

37. Question/Comment: Section L.15(e), Relevant Experience: Section L.15(e), Relevant Experience states “for each of the contracts, the Offeror shall submit the relevant experience information on the Relevant Experience and Past Performance Information Form as shown in Attachment F in Section L.” Per Section L.13(i), relevant experience is

included within the page limitation. Question: The draft RFP states that the experience section page count is included in the total page count. This requirement gives a page count advantage to any Offeror with the least number of teaming partners, since more pages must be devoted to the experience section for Offers' teams of more than one member. Would DOE consider excluding the experience section from the page count?

**Response: Section L, Attachment F-1- Relevant Experience and Past Performance Reference Information Form will be excluded from the page limitation in Volume II. L.13 and L.15 will be appropriately modified.**

38. Question/Comment: Section L.13(j) Page Formatting and Restrictions (1): Question: Are the pages for Volume II Table of Contents and list of Figures/Glossary of Acronyms excluded from the page count?

**Response: The Table of Contents, Lists of Figures, a List of Acronyms, Cross Reference-Matrix, dividers, tabs, or similar inserts that do not provide any substantive information are excluded from the page limitation. L.13 will be appropriately modified.**

39. Question/Comment: Section L.13(h) Submission of proposals shall be by email. Section L.14(a)(5) and (b)(1)(i): Question: Will DOE accept email submission of pages that require signatures?

**Response: Proposal submission including signature pages will be through FedConnect in lieu of email. Section L.13, 14 and 17 will be appropriately modified.**

40. Question/Comment: Section C.2.6 Security, last line, "management of subcontracted security and protection force services:" Questions: We understand that DOE issues a contract for the security and protection force services. We also understand that the M&O currently assists DOE with management and oversight of the security and protective force services contract. (1) Does DOE plan to have the same arrangement going forward? (2) If the M&O continues to play a role, a copy of the related documentation (e.g., memorandums of understanding, contract language, procedures, scope of work or other documents that define the roles, responsibilities and interface between the M&O contractor and the security contractor) is requested.

**Response: The Protective Services subcontract is issued by the M&O contractor not DOE. The successful Offeror will continue this subcontract arrangement. Future make or buy decisions will be a matter of contract administration.**

41. Question/Comment: Section M.5(b), "Key Personnel," states that "DOE will utilize individual key personnel interviews:" Question: Can DOE describe the format of the interview portion of orals so that Offerors can prepare effectively (e.g., group or individual interviews)?

**Response: Individual interviews as stated in M.5(b).**

42. Question/Comment: RFP Section: B.2 Transition Costs and Total Available Award Fee. Page Number: B-1 - Given that the incumbent will have no transition costs, which gives it an advantage over other Offerors, please consider either providing an indicative cost for transition to which applicable indirect costs may be applied.

**Response: No change will be made.**

43. Question/Comment: RFP Section C PWS. There are several requirements in the PWS for classroom training. Please indicate 1) whether the courses offered by the incumbent are owned by the Government and therefore will convey to the winning Offeror; and 2) provide a list of such courses.

**Response: This information is not required for preparation of proposal.**

44. Question/Comment: RFP Section: C.2.0 Oversight Responsibility for Leased Assets. Page: C-2, 4th Paragraph. This paragraph states: "The Management and Operating Contractor has oversight responsibility for such leased assets." Please provide further information on the leased assets so Offerors may understand the rights of the current lessees and the exact responsibilities the Offeror will have with respect to these leases.

**Response: Currently, the SPR has leased three of its facilities to third parties: Bryan Mound crude oil pipeline, Bayou Choctaw crude oil pipeline, and St. James crude oil marine terminal. These leases are managed by DOE. The M&O contractor supports DOE by participating in annual assessment of these facilities to ensure that they are being operated and maintained in accordance with the requirements of the DOE lease.**

45. Question/Comment: RFP Section: C.2.1.1 Drawdown Readiness. Page: C-4. This paragraph refers to the Personal Computer Operations Model (PCOM), a Readiness and Capability Report (RECAP), and the SPR Exchange Capabilities Report (SPREX). An initial search of the SPR Reading Room did not display any of these titles. Please include examples in the final RFP or add them to the SPR Reading Room.

**Response: To the extent deemed appropriate, DOE will add relevant documents to the SPR M&O Competition Reading Room.**

46. Question/Comment: RFP Section: C.2.2 Maintenance. Page: C-6. Please describe the SPR Integrated Logistics Support (ILS) program and provide an overview of the SPR ILS Plan in the SPR Reading Room.

**Response: To the extent deemed appropriate, DOE will add relevant documents to the SPR M&O Competition Reading Room.**

47. Question/Comment: RFP Section: H.3 Employee Compensation: Pay and Benefits. Pages: H-1 through H-14. Please provide copies of all benefits and plans, including pension and incentive plans, offered by DM Petroleum Operations Company so that Offerors can understand the costs and obligations they will incur if awarded the contract. Is there any

unfunded liability under any benefit or pension plan, and if so, who is liable for this cost? If the successful contractor is liable for unfunded shortfalls in pension plan assets caused by funding or events unrelated to the DOE contract, what are the specifics of this liability?

**Response: The incumbent contractor's current benefits plan will be added to the additional documents sections of the SPR M&O Competition Reading Room. The incumbent contractor's Advance Understanding on Human Resources (Appendix A of the current M&O contract) is available in the additional documents section of the SPR M&O Competition Reading Room.**

**There are no unfunded liabilities.**

48. Question/Comment: RFP Section: H.6 Workers Compensation Insurance. Page: H-15. Please provide clarification in the final RFP of the following two issues: If the successful contractor's current Workers Compensation Program fully protects employees, does the contractor still require the DOE Incurred Loss Retrospective Rating Insurance Plan? Please indicate in the final RFP how the Workers Compensation Program will be assessed so that Offerors may verify the acceptability of their existing Workers Compensation Plans.

**Response: Requirements of Clause H.6 do not need to be addressed in the proposal. The suitability of the successful offeror's insurance program will be addressed during transition.**

49. Question/Comment: RFP Section: H.4 Labor Relations. Pages: H-14 and H-15. Please provide Offerors the names of existing unions at SPR, contact information, copies of contracts, number of employees in each, benefit plans the union offers, and information about unfunded liabilities associated with these plans.

**Response: The incumbent Contractor has no unions.**

50. Question/Comment: RFP Section: H.21.(e) Performance Direction. Page: H-29. This paragraph refers Offerors to "...a Special Contract Requirement entitled "Performance Direction," however we could not find the Performance Direction in the DRFP. Please include it in the RFP and provide a reference to it.

**Response: The reference will be corrected to reference Clause H.13 "Technical Direction."**

51. Question/Comment: RFP Section: L.15.(d) Past Performance. Pages: L-21 and L.22. The instructions for L.15.(e) Relevant Experience are clear; the Offeror is to fill out Attachment F and may attach additional pages if necessary. The instructions for L.15.(d) Past Performance are not as clear. We understand that past performance questionnaires (Attachment F-2s) are to be submitted directly to the government and that if we have information on problems encountered, we may provide this on the extra page of Attachment F-1 We could find no requirements for other information in the instructions in L.15.(d) for the Past Performance section. We recommend including either the first page of

Attachment F-2 in the past performance section or a table listing the client contact information.

**Response: The Offeror may expand upon its past performance for the contracts/projects identified on the Relevant Experience and Past Performance Reference Information Forms as part of its Volume II proposal submission. This information should be identified separately and will not be included in the page limitation.**

52. Question/Comment: RFP Section: L.15.(e) Relevant Experience. Pages: L-22 and L.23. If the Offeror is a JV with multiple members and subcontractors, the requirement of three contracts per JV member and major subcontractor, each two pages long, can easily take up to a quarter of the allotted 100 pages. Please consider removing the project descriptions from the page count.

**Response: Section L, Attachment F-1- Relevant Experience and Past Performance Reference Information Form will be excluded from the page limitation in Volume II. L.13 and L.15 will be appropriately modified.**

53. Question/Comment: RFP Section L.15.(e) Relevant Experience. Page L-23. The last sentence in the first paragraph states, "Offerors may attach additional pages to Attachment F, if necessary." Attachment F, however, states that only one page may be added per form. Please conform these two statements in the final RFP.

**Response: L.15(e) will be appropriately modified to provide clarification. Only one additional sheet will be allowed.**

54. Question/Comment: RFP Section: L, Attachment D. Resume Format. May the Offeror use a different format for resumes of key personnel if the required information is included? We recommend that the Offeror be allowed to format resumes as they see fit for ease of reading.

**Response: Offerors are required to use the resume format provided in Section L, Attachment D.**

55. Question/Comment: L. 15(a): Given the growing importance of the SPR to national security, I would suggest that right after the words "...assuring the operational readiness of the storage sites/facilities..." that DOE add the following language "... including facilities that constantly require a high state of readiness to respond to national security interests."

**Response: DOE does not contemplate changing the language.**

56. Question/Comment: L. 15 (e): With increased possibilities of oil supply cutoffs in the Middle East and the growing importance of SPR to national security, I would suggest after the words "...Size – dollar value, and contract duration; scope – type of work (e.g. operation and maintenance of petroleum facilities, managing and operating activities and

project support to these activities;... that DOE add the following language “...and work related to operating and maintaining other national security facilities.”

**Response: DOE does not contemplate changing the language.**

57. Question/Comment: In addition, I would suggest adding corresponding language in Section M (d) Past Performance and (e) Relevant Experience that says DOE would consider the management and operation of other projects and activities that are critical to national security as directly relevant to SPR.

**Response: DOE does not contemplate changing the language.**

58. Question/Comment: Reference Section C.2.3 – Would DOE be willing to provide additional detail on this element of the Performance Work Statement so we can better distinguish the work described here relative to the work that DOE plans to perform under Construction Management (CM) contract? Would DOE consider having the CM scope performed by the M&O?

**Response: A Major Maintenance project is defined as a single undertaking involving engineering, procurement, construction, fabrication, installation, and testing, or combination thereof, which:**

- (1) **Maintains a building, structure, or physical system in an efficient operating condition, or**
- (2) **Materially adds to the value or prolongs the life of a building, structure, or physical system**

**Major Maintenance projects have a Total Estimated Cost (TEC) of \$100,000 or greater.**

**These tasks are designed by a separate DOE prime contractor, currently S&B Infrastructure. Typically, construction management services, including subcontracting for the construction tasks, are provided by another DOE prime contractor, currently ASRC Gulf States Constructors (AGSC).**

59. Question/Comment: Reference Section C.2.7 – Will DOE provide the “walk in” status of the major projects covered in this section it anticipates to be as of April 1, 2013?

**Response: To the extent practicable, relevant information is available through the SPR M&O Competition Website. The ongoing status of current contract activities will be further addressed during the transition period.**

60. Question/Comment: Reference Section L.13 (d) – Section L.13 (d) requires that the “offeror must include full, accurate, and complete information on each of its team members as well as on the separate corporate entity itself.” Please list the specific documents (e.g., Annual Performance Reports, etc.) DOE needs from the offeror in order to satisfy the requirement for “complete” information.

**Response: Requirement deleted. L.13 will be appropriately modified.**

61. Question/Comment: Reference Section L.13 (h) – Please confirm that submission of the proposal is to be completely by e-mail.

**Response: Proposal submission, including signature pages, will be through FedConnect in lieu of email. Section L.13, 14 and 17 will be appropriately modified.**

62. Question/Comment: Reference Section L.1(c)(3)(i) – Section L.1(c)(3)(i) states that proposals are due by “4:30 P.M., local time, for the designated Government office on the date that proposal or revision is due” whereas Section L.1(c)(3)(ii)(A)(1) suggests that if provided by email as indicated in Section L.13(h), it must be “at the point of entry to the Government infrastructure not later than 5:00 P.M. one working day prior to the date specified for receipt of proposals.” Please specify what is the “initial point of entry to the Government infrastructure” with respect to this solicitation.

**Response: Proposal submission will be through FedConnect in lieu of email.**

63. Question/Comment: Reference Section L.30 and K.6 – Please clarify the requirement to submit a paper copy of the SF328 as part of the offeror’s FOCI submission. Sections L30 (a) and K.6 (a)(1) require/suggest that the FOCI package be submitted using the eFOCI system. However, in Section L.30(c) the offeror is required to submit the signed SF328 as part of Volume 1 of the proposal while Section K.6(1) requires that a signed copy of the SF328 be submitted to the Contracting officer after FOCI registration is completed.

- a. Please confirm that offeror should submit the FOCI package via the eFOCI system PLUS provide a signed paper of the SF328.

**Response: The Offeror should submit the FOCI package via the eFOCI system and provide a signed copy of the SF328 in its Volume I submission.**

- b. Does this mean that the FOCI application process is to be completed through the eFOCI system before the proposal is submitted in order to provide the SF328 in Volume 1?

**Response. Yes.**

- c. If so, does submission of the SF328 in Volume 1 of the proposal comply with the Directive in Section K.6(1) to submit the SF328 to the Contracting Officer?

**Response. Yes.**

64. Question/Comment: Reference Cost Volume, Section M, Cost and Fee Evaluation Criteria, Paragraph M-6, Page M-9 – “For purposes of determining the best value to the Government, the evaluated price will be the total of the proposed fee for the five-year base term and the five-year option, along with the most probable cost for key personnel and transition activities.” As written in the DRFP, the most probable cost for key personnel is

included in the evaluated price. Each offeror proposes their unique list of key personnel which allows for a variance in key personnel staffing levels. Will the Government consider revising the RFP to provide a minimum list of key positions but allow offerors to add to the list based on their proposed management concepts?

**Response: The Government will provide a list of the key positions. Proposers will not be permitted to vary the list.**

65. Question/Comment: Reference Cost Volume, Section L Attachment H, Paragraph L.16 (e)(1)(iv), Page 27 – “The table provides direct labor cost by key person for each period of performance, fringe benefits for all key persons combined, and the total of direct labor and fringe. The instructions require supporting fringe calculations.” The table does not have provisions to show the supporting calculations for the fringe benefit costs. Will the Government consider revising the RFP to allow each Offeror to provide the supporting calculations for the fringe on a separate worksheet with the summary shown on the RFP provided Attachment H table?

**Response: The Offeror shall provide the supporting calculations for fringe on a separate worksheet.**

66. Question/Comment: Reference Cost Volume, Section M Cost and Fee Evaluation Criteria, Paragraph M-6, Page M-7 – “For purposes of determining the best value to the Government, the evaluated price will be the total of the proposed fee for the five-year base term and the five-year option, along with the most probable cost for key personnel and transition activities.” Inclusion of the cost of transition activities provides a cost advantage to any incumbent contractor. Will the Government consider revising the RFP to identify best value to the Government to be the evaluated price of the total of the proposed fee for the five-year base term and the five-year option, along with the most probable cost for key personnel and a cost reasonableness of the transition compared to the transition plan being propose?

**Response: DOE does not contemplate changing the language.**

67. Question/Comment: Reference Key Personnel Resumes, Section L, Paragraph L.15(b), Pages 11 and 12 – “(i) Maximum Page Limitations. (2) Key Personnel resumes (Paragraph L.15(b)) shall not exceed three pages for each resume. Page limitation does not include Letters of Commitment.” DOE typically allows four (4) pages for the offeror to describe demonstrated leadership, experience, and qualification of the Program Manager, or top key person. Would the Government consider allowing the offeror one additional page for the Program Manager resume?

**Response: Four (4) pages will be allowed for each resume. L.13 will be appropriately modified.**

68. Question/Comment: Reference SPR RFP, Section C, Paragraph 2.3, Page C-6 – “Major Maintenance.” What is the definition/dollar value of this SPR term? Does this mean that the M&O has total responsibility as defined herein? (The SPR Ten Year Site Plan in

Paragraph 4.1.2 defines major maintenance and states they have a total estimated cost of \$100k or greater, and App A provides a tentative list).

**Response: A Major Maintenance project is defined as a single undertaking involving engineering, procurement, construction, fabrication, installation, and testing, or combination thereof, which:**

- (1) Maintains a building, structure, or physical system in an efficient operating condition, or**
- (2) Materially adds to the value or prolongs the life of a building, structure, or physical system**

**Major Maintenance projects have a Total Estimated Cost (TEC) of \$100,000 or greater.**

**These tasks are designed by a separate DOE prime contractor, currently S&B Infrastructure. Typically, construction management services, including subcontracting for the construction tasks, are provided by another DOE prime contractor, currently ASRC Gulf States Constructors (AGSC).**

- 69.** Question/Comment: Reference SPR RFP, Section L, Paragraph 15(f), Page 23 – “...planned interactions with DOE, the incumbent SPR Contractor, incumbent employees, and other SPR Contractors. As part of its proposed approach to transition activities...” Who are the DOE Contractors which the M&O must interface with, and what are their Scopes of Work.

**Response: DM Petroleum Operations Company – Incumbent Management and Operating Contractor;  
ASR Gulf State Constructors – Construction Management Services;  
S&B Infrastructure – Architect and Engineering Services; and  
Performance Excellence Partners – Management and Technical Support Services**

- 70.** Question/Comment: Reference SPR RFP, Section L, Paragraph L.4(b)(2), Page 14 – “The parent organization of each member of a Contractor team arrangement (parent organization), if proposed, must separately complete sign, and submit the Section K Representations, Certifications, and Other Statements of Offerors.” Please clarify if this is the immediate parent or the ultimate parent. It is understood that the submission flows up to the parent, but do the Reps and Cert in Section K?

**Response: Immediate parent(s) must submit the Representations and Certifications.**

- 71.** Question/Comment: Reference SPR RFP, Section L, Paragraph L.15(e), Pages 22 and 23 – “The instructions for identifying contracts for relevant experience and “Attachment F” address contracts with Federal, state, and local governments and/or with commercial customers.” Please either amend the instruction to proinclude “other Governments”, “international contracts” and “contracts with non-governmental, quasi-governmental

entities” (e.g. Port Authority of NY). This will allow bidders to get credit for non-governmental relevant experience.

**Response: It is incumbent upon the Offeror to discern which elements of its experience are most relevant to this acquisition.**

72. Question/Comment: Reference SPR RFP, Section L, Paragraphs D and E, Pages 21-23 – “Contracts.” Please define what is meant by “contracts”, or alternatively expand the instruction to state “contracts, projects, or programs”. “Contracts” is not necessarily the best indicator for many commercial experiences. There are frequently multiple purchase orders for a set of work which, combined, comprises a “project” or a “program”.

**Response: Language will be revised to include projects or programs. Section L.15(d) and (e) will be appropriately modified.**

73. Question/Comment: Reference SPR RFP, Section L, Paragraphs D, E; Attachment F, Pages 21-23; Attachment F – “Page Limits.” Section L, Paragraph L.15 (d) and (e); Currently, in the Draft RFP, “experience” is limited to those contracts referenced for past performance. We recommend that the definition of experience be broadened to allow the use of any relevant experience. The SPR M&O contract has a broad scope and allowing the contractor to provide relevant experience from many contracts will provide a better picture of the contractors’ capabilities to perform the work.

**Response: DOE does not contemplate changing the language.**

74. Question/Comment: Reference SPR RFP, Section L, Paragraph L.15(b)(2), Page 20 – “DOE will schedule the Oral Presentation based on random selection and will give each Offeror at least two weeks prior notice of the date, time location, and other instructions related to its Oral Presentation.” In order to ensure availability of key personnel for Orals, request the Government provide the planned sequence of events. For example will Orals come after proposal submission or after discussions if held.

**Response: Orals will be conducted after written proposal submission.**

75. Question/Comment: Reference SPR RFP, Section L, Paragraph L.15(c), Page 21 – “Identify any named major subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.” We understand and agree with the requirement to explain what each company contributes to the formation of the JV in terms of capabilities, assets, experience, etc. However, we request that the requirement to explain each member’s performance role once the JV is operational not be included as a requirement since the JV will operate in an integrated manner.

**Response: L.15(c) will be appropriately modified to require information on major subcontractor(s) only.**

76. Question/Comment: Section B.2(b)(1) appears to include an incorrect formula for calculating a new total available award fee following a 15% change in the fee base. The

directions can be corrected by deleting the phrase, “maximum available fee for the” in sixth line of the section.

**Response: The formula is correct. In accordance with the instructions at L.16(c) the Offeror will propose a Total Available Fee that shall not exceed the Maximum Available Fee (provided by the Government). The Offeror will specify the percentage its proposed Total Available Fee is of the Maximum Available Fee. That percentage is what will be used to determine a revised Total Available Fee, if required.**

77. Question/Comment: Commercial Leases of SPR Assets (Paragraph C.1.2 Background) states that “The M&O Contractor has oversight responsibility for such leased assets.” Paragraph C.2.1.3, Petroleum Acquisition and Transportation, states that “The contractor shall support evaluations of DOE leased assets.” Please describe the contractor’s responsibilities relative to the commercial lease agreements as referenced in C.1.2 and C.2.1.3. Will the commercial lease agreements for DOE assets be assigned to the M&O Contractor or will DOE retain them?

**Response: Currently, the SPR has leased three of its facilities to third parties: Bryan Mound crude oil pipeline, Bayou Choctaw crude oil pipeline, and St. James crude oil marine terminal. These leases are managed by DOE. The M&O contractor supports DOE by participating in annual assessment of these facilities to ensure that they are being operated and maintained in accordance with the requirements of the DOE lease.**

78. Question/Comment: Section C.2.6 states that elements of the Security Program include “... management of subcontracted security and protection force services.” This requires that security and protection forces be subcontracted. We understand the need to assume current subcontracts, as required by H.36(c). Upon completion of those subcontracts, however, we request that the Contractor be allowed to determine if future work should be self-performed or subcontracted. This revision could be accomplished by removing the words “management of subcontracted” from the last line of section C.2.6.

**Response: DOE does not contemplate changing the language.**

79. Question/Comment: Section H.3, Employee Compensation, Pay and Benefits, Subparagraph (d)(2) requires “A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the Central Contractor Registration (CCR) per FAR 52.204-10.” The CCR requires that this information be provided for the prior completed year. In this instance, however, DOE is requiring that offerors create a new entity to perform the work. Since that new entity had no employees in the prior year, please clarify what compensation is to be provided for what period.

**Response: DOE will work with the successful Offeror during transition to satisfy this requirement.**

80. Question/Comment: In Section H.3(e)(1)(i), the word “or” at the end of the third line should be changed to “for.”

**Response: Correction will be made.**

81. Question/Comment: Section H.16, Separate Corporate Entity, contains the following, “The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the contract or as otherwise authorized by the Contract Officer.” This clause should be deleted in its entirety. A large corporation not only provides reach back, giving DOE access to expertise across the industry, it also provides a large jobs base, thereby allowing the corporation to offer employees training, advancement, and career enrichment. This allows large corporations to attract, retain, and deploy for the benefit of SPR some of the industry’s top talent. By limiting a corporation’s ability to capitalize on these strengths, DOE is limiting the potential benefit of contracting with large corporations. In addition, the term “contract employees” is not defined. The term “contractor employees” should be defined as those employees present at the site at the time of contract award, and not the employees of parent or affiliated companies who are assigned or seconded to support performance of the Contract.

**Clause H.16 will be appropriately modified to address the concern.**

82. Question/Comment: Section H.18, Home Office Expenses. Please clarify that this provision will not apply to support being provided to the Contractor by home office personnel on a business travel or temporary assignment basis. We believe this clause should only be used to prevent the broad application of home office burdens (e.g., G&A) to the total contract.

**Response: Your interpretation is generally correct.**

83. Question/Comment: Section H.21, Work Authorization. In accordance with Subparagraphs (f) and (h) of this provision, the Total Available Fee is to be equitably adjusted in accordance with the “Changes” Clause “when a WAD results in a material change in the negotiated budget of total estimated cost or character of the [SOW]...” Please specify that “material” means an increase or decrease of a percentage consistent with Section B.2(b)(1).”

**Response: Materiality will be determined in accordance with the circumstances.**

84. Question/Comment: Section H.22, Withdrawal of Work. Subparagraph (c) incorporates a Contractor agreement “to fully cooperate with the new performing entity and to provide whatever support is required.” We suggest that DOE replace the term, “whatever support is required” with “all reasonable support that is within the contract scope and available funding.”

**Response: DOE does not contemplate changing the language.**

85. Question/Comment: We request that Section H.22 (d) be changed FROM – “The contract will be modified to reduce the estimated costs and fee for any work withdrawn by the

Contracting Officer.” TO – “If there is no impact on the Contractor’s staffing, the fee amount set forth in the Schedule shall be equitably adjusted, under the Clause entitled, Changes – Cost-Reimbursement. If the Contractor’s staffing is impacted, the work shall be terminated in accordance with the procedures in the Contract Clause entitled, Termination (Cost Reimbursement).

**Response: DOE does not contemplate changing the language.**

86. Question/Comment: Section H.36, Assignment and Administration of Contracts and Subcontracts: Subparagraph (c) is ambiguous in its requirement for the Contractor to “assume responsibility for existing contracts and other agreements from the Contract Number DE-AC96-03PO92207.” The only exception listed is “incumbent contractor's parent company task orders.” One example of a contract that should not be assumed is for outside legal counsel. It should be clarified that the new Contractor will not assume any agreements relating to representation of the incumbent by outside law firms, nor should the new Contractor have any obligation whatsoever for litigation of cases in which the incumbent is or becomes a defendant or party. Please provide a detailed list of the specific contracts that must be assumed by an incoming contractor.

**Response: A list of subcontracts has been provided in the M&O Contract Recompensation Reading Room. Further information and instructions will be provided during the transition period.**

87. Question/Comment: Some of the Section I clauses are out of date. In particular, Clause I.10, FAR 52.203-13, Contractor Code of Business Ethics and Conduct, refers to the DEC 2007 version of the clause -- April 2010 is the current version. Clause I.16, FAR 52.204-10, has been substantially revised and now covers Executive Compensation and First Tier Subcontract reporting - the new Clause is dated February 2012. Please update the regulatory clauses to the most recent versions prior to issuing the final RFP. For each contract that must be assumed, please provide a list of all current contracts, including award date, completion date, name of company, company size (e.g., large business, small business, woman-owned, etc.), dollar value, and a description of services. In addition, please provide copies of each subcontract agreement and any associated amendments.

**Response: Contract Clauses will be updated to provide the most current version in the final RFP. A list of current subcontracts is included in the additional documents section of the SPR M&O Competition Reading Room. Copies of the subcontracts will not be provided.**

88. Question/Comment: Section L.14(b)(2) requires that each team member separately complete sign, and submit the Section K Representations, Certifications, and Other Statements of Offerors. The Section K Representations, Certifications, and Other Statements of Offerors is written for the Offeror, and makes all claims on behalf of the Offeror. Since, as stated in L.13(b), the term Offeror refers to the single legal entity submitting the offer, team members cannot complete and submit Section K or otherwise make claims on behalf of the Offeror. If the DOE requires a set of Representations and Certifications from each team member, please provide a copy of Section K that makes representations on behalf of a team member rather than an Offeror.

**Response: Representations and Certifications are required from each team member. DOE does not contemplate changing the language.**

89. Question/Comment: Section M.5(f), we suggest the first sentence of the Transition Approach evaluation criteria be changed as follows, “DOE will evaluate the Offeror’s proposed approach to transition activities with a special emphasis on transitioning from an entrenched incumbent contractor, including ...”

**Response: DOE does not contemplate changing the language.**

90. Question/Comment: Section C PWS was not changed much from the previous RFP Section C. However, one of the more significant changes was the inclusion of the requirement in PWS 2.4 to provide a M&O Contractor Energy Manager and in the requirement in PWS 2.5 to implement a Site Sustainability Plan (SSP). Given the new emphasis on energy management and sustainability, we request that Section L.1(a) Management Approach include provisions for addressing energy management and sustainability and that the evaluation criteria in Section M.5(a) be revised as follows “DOE will evaluate the depth, quality, effectiveness, and completeness of the Offeror’s proposed approach to performing work described in the PWS, including ... implementing a robust sustainability program...”

**Response: DOE does not contemplate changing the language.**

91. Question/Comment: L.15(b)(1) Letter of Commitment references Clause H.12(c). The referenced clause is related to transition. Please identify the correct reference.

**Response: The reference is correct.**

92. Question/Comment: L.15(b)(2) states, “Interview questions will be provided to each of the proposed key personnel.” When will each key person be provided the interview questions? That is, will individuals be provided a list of questions and allowed time to formulate responses or will key personnel be required to respond to each question as it is posed? Will the all Key Personnel be in the room while each Key Person answers his or her interview questions?

**Response: Questions will not be provided in advance of orals. Further details will be provided when orals are scheduled.**

93. Question/Comment: L.15(b)(2) provides for a 20-minute Offeror introduction. Are there any specific topics DOE wants the Offeror to address during the 20-minute Offeror Introduction?

**Response: There are no specific topics to be addressed in the Offeror Introduction.**

94. Question/Comment: L.15(d) Past Performance states “For Past Performance information, DOE will use the same Relevant Experience and Past Performance Reference Information Form as shown in Attachment F-1 in Section L submitted by the Offeror in accordance

with Paragraph (e) below.” That same section requires that “Consistent with FAR subpart 15.305, the Offeror may provide information on problems encountered on the identified contracts and the Offeror’s corrective actions.” Where are Offerors to provide the requested information on problems encountered on the identified contracts and the Offeror’s corrective actions? Is this information to be included in the Relevant Experience and Past Performance Reference Information Forms that are to be provided as a part of Relevant Experience (Paragraph L.15(e)), which is part of the 100 page limitation, or is this information to be provided as separate text in response to Past Performance (Paragraph L.15(d)), which has no page limit?

**Response: It is at the Offeror’s discretion. The Offeror may include the information on the form or expand upon its past performance for the contracts/projects identified on the Relevant Experience and Past Performance Reference Information Forms as part of its Volume II proposal submission. This information should be identified separately and will not be included in the page limitation.**

95. Question/Comment: L.15(d) Past Performance, “The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms and the returned questionnaires.” Does this mean that the contract number provided for completion of the questionnaire should be the same as the contract number provided on the Past Performance Reference Information Form, or is the DOE expecting that some other level of “project information” (e.g., a project description) will be provided to the point of contact for completion of questionnaires and that the more detailed project information provided to the point of contact should somehow be cross referenced to the information provided in the Past Performance Reference Information Form?

**Response: Block 3 of the Relevant Experience and Past Performance Reference Information form (Attachment F-1) should correlate to Block 3 of the Past Performance Information Questionnaire (Attachment F-2).**

96. Question/Comment: L.15(d) Past Performance states, “Past performance information will be excluded from the page limitations specified for Volume II. However, Attachment F-1 in Volume II as described in Criterion L.15(e) is within the page limitations specified in Section L.13(i) and should not be provided separately with the past performance information.” Typically, DOE has excluded these forms from the page count. If an Offeror has a large team with multiple members in the LLC and multiple subcontractors, they will be at a disadvantage. We suggest DOE exclude Attachment F-1 from the page count.

**Response: Section L, Attachment F-1- Relevant Experience and Past Performance Reference Information Form will be excluded from the page limitation in Volume II. L.13 and L.15 will be appropriately modified.**

97. Question/Comment: Section L, Attachment G - Attachment G Environment, Safety, Health and Quality (ESH&Q) Past Performance Information Form is not referenced in the Section L proposal instructions. Where are Offerors to include the form? Are the forms included in page count?

**Response: L.15(d) will be appropriately modified to address the Attachment G requirement. The forms are excluded from the page count.**

98. Question/Comment: Reference: L.13(i)(1) identifies the specific pages that are included in the 100-page limit. L.13(j)(3) refers to a 100-page limit, but appears to apply it to all of Volume II without exclusions for non-page-counted sections as defined in L.13(i) and without exclusions for front matter, such as table of contents and list of figures. Would DOE consider deleting paragraph L.13(j)(3) or expanding the paragraph to show those pages in Volume II that are excluded from the 100-page limit?

**Response: The Table of Contents, Lists of Figures, a List of Acronyms, Cross Reference-Matrix, dividers, tabs, or similar inserts that do not provide any substantive information are excluded from the page limitation. L.13 will be appropriately modified.**

99. Question/Comment: L.13(c) states that “As used in this solicitation, the term—team member is used to generically identify any other entity identified in the offeror’s proposal as being responsible for performance of any of the work required by the contemplated Contract and is a member of a Contractor team arrangement (see FAR 9.601, Contractor Team Arrangements, Definition) formed by the offeror.” L.15(d) states that “The Offeror shall submit the past performance information for the Offeror, teaming partners, LLC, joint venture partners and major subcontractors, i.e., teaming partners, LLC, joint venture partners, major subcontractors proposed to perform subcontracts of \$25 million or more.” M.5(d) states that “The Offeror’s and its teaming partners, as well as major subcontractors’ past performance will be evaluated on the basis of information furnished by the references identified in Section L and any other available sources.” The distinction between a team member, a teaming partner, and a major subcontractor is unclear. For example, under the definition of team member as provided in L.13(c), is a “major subcontractor” also a “team member?” We request that DOE limit the terminology, which currently refers to “team members, teaming partners, and major subcontractors,” to “team members” as defined in FAR 9.601.

**Response: The applicable sections of the RFP will be appropriately modified to refer to “team members” as defined in FAR 9.601. L.13(c) will define “major subcontractor”.**

100. Question/Comment: A 60-day proposal is appropriate for the level of effort required to produce the proposal.

**Response: No response required.**

101. Question/Comment: The January 30, 2012 announcement on the SPR M&O procurement web site stated that information regarding a potential site tour would be provided at a later date. Please provide dates for site tours. In addition, we request that site tours be provided for all four storage sites and that these tours occur prior to issuance of the final RFP.

**Response: Information regarding a site tour was posted to the SPR M&O Competition Reading Room.**

- 102.** Question/Comment: Section C.1.2.0 Background states that the Management and Operating Contractor has oversight responsibility for leased assets. Please provide copies of all current leases under the DOE commercialization program, specifically the St. James Terminal and the pipelines leases referenced.

**Response: Currently, the SPR has leased three of its facilities to third parties: Bryan Mound crude oil pipeline, Bayou Choctaw crude oil pipeline, and St. James crude oil marine terminal. These leases are managed by DOE. The M&O contractor supports DOE by participating in annual assessment of these facilities to ensure that they are being operated and maintained in accordance with the requirements of the DOE lease. Copies of the leases will not be provided. The information is not required for preparation of proposal.**

- 103.** Question/Comment: Please provide the most recent asbestos surveys at the SPR sites.

**Response: To the extent practicable DOE will add relevant documents to the SPR M&O Competition Reading Room.**