

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

**Questions/Comments 2 (Final RFP)**

35. Question/Comment: Reference: Section L.16(e)(1)(iv), Supporting Calculations for Fringe Benefit Costs. In order for an Offeror to develop an accurate estimate for fringe benefits, it is requested that the Government provide an estimate of current payroll and demographics for the current work force inclusive of key and discretionary staff. The incumbent will have an advantage over other Offerors in developing fringe benefit costs as it currently has this data.

**Response: If offeror proposes to adopt the current plans of the incumbent contractor for key personnel, assume a rate of 54.4%. If the offeror is proposing a different fringe package for key personnel, supporting data for the proposed rate must be provided.**

36. Question/Comment: Please advise when the current benefits plans are scheduled to terminate.

**Response: The plan year is October 1 through September 30.**

37. Question/Comment: Section K.2(c)(2), FAR 52.204-8 Annual Representations and Certifications (Mar 2012). This section states that “The following certifications are applicable as indicated by the Contracting Officer:” However, there are no boxes checked. Please confirm that none of the certifications included in this section are applicable to this solicitation.

**Response: None are applicable.**

38. Question/Comment: Reference: Section H.6, Worker’s Compensation Insurance. Please provide clarification on the following two issues: If the successful Offeror’s current Workers Compensation Program fully protects employees, does the Offer still require the DOE Incurred Loss Retrospective Rating Insurance Plan? How do Offerors verify the acceptability of their Workers Compensation Program with regard to this special provision?

**Response: The clause does not require further clarification.**

39. Question/Comment: Reference: Section H.3 (e)(3)(ii), Employee Compensation: Pay and Benefits. This section states “The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract.” Is there a maximum allowable salary for the top contractor official? If yes, what is the amount? Are there any other salary caps to specific positions? If so, to which positions do these caps apply and what are the specific caps?

**Response: The maximum allowable salary for the top contractor official is \$693,951. There are no other salary caps to specific positions.**

40. Question/Comment: RFP Reference Section C.2.2.7.9, Safety and Health. Is SPR governed by OSHA directly, or do they fall under the DOE MOU?

**Response: OSHA directly.**

41. Question/Comment: RFP Reference: Section J, Attachment F – List of Applicable DOE/SPRPMO Directives. Please confirm the following regarding DOE and SPRPMO directives have either newer versions or are not posted to website:

- a. That the following DOE directives are not posted on following website <https://www.directives.doe.gov/directives>:
- i. DOE M 452.4-1A, Protection of Use Control Vulnerabilities and Design -- Canceled by DOE O 452.7, 5-14-2010;  
<https://www.directives.doe.gov/directives/452.4-DManual-1a/view>
  - ii. DOE O 1450.4, Consensual Listening – into or Recording Telephone / Radio Conversations (restricted) has been cancelled by 9/26/11, DOE N 251.107, Cancellation of DOE O 1450.4 on 9/26/11  
(<http://doe.test.doxcelerate.com/directives/archive-directives/1450.4-Border/view>)
  - iii. DOE N 205.2 11/1/1999, Foreign National Access to Cyber Systems was extended by DOE N 205.16 which was subsequently cancelled.
  - iv. DOE N 205.9 2/19/2004, Certification and Accreditation Process for Information Systems Including National Security Systems was cancelled by N 205.15 which has subsequently been cancelled. Should an alternative such as DOE P 205.1 5/9/01, Departmental Cyber Security Management Policy or DOE O 205.1B 5/16/11, Department of Energy Cyber Security Program would be an appropriate alternative?
  - v. DOE N 205.1 12/19/2004, Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems was cancelled by DOE O 205.1, now 205.1B. Please confirm whether the current order or archived version <https://www.directives.doe.gov/directives/0205.01-CNotice/view> should be used.
- b. That the following SPRPMO directives are not posted on following website <http://www.spr.doe.gov/readingroom/RegisteredUsersOnly.html> under SPRPMO Directives:
- i. SPRPMO O 200.1 12/11/2000, Intranet/Internet Web Page Publishing Process
  - ii. SPRPMO N 450.5B 10/4/2011, SPR Environment, Security, Safety, Health, and Emergency Preparedness Goals, FY2012

**Response: The Directives List will be updated and included in Amendment 000001 and the SPRPMO directives list in the Reading Room has been updated.**

42. Question/Comment: We request that you please post to the reading room the following information:
- a. The attendee list to the Big Hill Site Visit
  - b. The slides presented at the Big Hill Site Visit
  - c. The incumbent M&O contractor's FY11 Performance Fee Board Report
  - d. DEC 2011 and FEB 2012 Project Review Briefing Charts
  - e. 1QTR and 2QTR FY12 Program Review Charts

**Response: All documents requested above, with the exception of the 2<sup>nd</sup> Quarter Program Review Charts, have been posted to the reading room.**

43. Question/Comment: What are the incumbent M&O Contractors business systems that are not government owned (i.e. Assessment Tracking System (ATS)) and therefore will not be available during transition?

**Response: We will facilitate necessary access to incumbent business systems during transition.**

44. Question/Comment: Reference Section L Attachment F-1 Item 10. For Item 10, suggest that information to be provided is limited to major subcontractors (suggest over \$25M over 5 years, or as defined by DOE).

**Response: Agree. Required information is limited to major subcontractors/consultants over \$25 million over 5 years.**

45. Question/Comment: Section L Attachment F-1, instructions for Item 12. Instructions for Item 12 state... "Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance."

For Past Performance, Section L instructions state "consistent with FAR subpart 15.305, the Offeror may provide information on problems encountered on the identified contracts, projects, or programs and the Offeror's corrective actions."

Is it the DOEs intent to have past performance problem/resolution discussion included in both Attachment F1 and a narrative per FAR subpart 15.305?

**Response: Either place.**

46. Question/Comment: In RFP Section B.5, please clarify whether the fee restriction described in this paragraph for subcontractors applies only to the major subcontractors as defined in RFP Section L.13.C (that is a major subcontractor is one proposed to perform subcontracts of \$25M or more over the five year base period).

**Response: There is no dollar limit. It is based on the nature of the subcontracted effort.**

47. Question/Comment: Please clarify the type of clearances required and the timeframe required in which to obtain them.

**Response: The type of clearances required for the five Key Personnel positions identified in the solicitation are Q for the Project Manager and L for the other positions. There is no required timeframe. The clearance process will commence upon award. The personnel will still be able to perform their duties for the most part without the clearance.**

48. Question/Comment: Please clarify whether any of the incumbent SPR M&O software applications are considered to be government furnished equipment. Based upon questions 22 and 34, SAP might not be considered a “business system.” What systems, like SAP, currently operated by the incumbent SPR M&O contractor will be transferred to the successor contractor?

**Response: Offeror should assume that all current business systems are available to any successor contractor.**

49. Question/Comment: Our team has extensive, relevant experience beyond what is cited in the Relevant Experience and Past Performance Information Forms, please clarify whether the offeror can cite experience from contracts, projects, or programs that are not discussed in the Relevant Experience and Past Performance Information Forms to substantiate data provided in other sections of Volume II, such as the Management Approach. For example, if we cite safety performance, can we cite performance on contracts, projects, or programs that are not discussed in the Relevant Experience and Past Performance Information Forms?

**Response: The information to be supplied for the Relevant Experience and Past Performance criteria is as stipulated in the RFP. If offerors believe that relevant experience, whether or not included as part of the Relevant Experience/Past Performance information, is necessary to fully present other elements of their proposal, they are free to do so. Such information will only be evaluated in the context provided, e.g., management approach, and will not be considered under the Relevant Experience and Past Performance criteria.**

50. Question/Comment: Reference Section C 2.1.1, Provide a copy of the latest RECAP Report and the SPR Capabilities Exchange Report.

**Response: Reports are posted in the additional documents section of the Reading Room.**

51. Question/Comment: Reference Section C 2.7 – Engineering, final sentence of the paragraph states: The Contractor shall fulfill the acquisition of treatment facilities intended to remediate increased vapor pressure of inventory.” What new treatment facilities are currently being acquired or are expected to be acquired?

**Response: None.**

52. Question/Comment: Reference H.30 – “On April 1, 2013, the Contractor shall accept the transfer of and accountability for Government-owned property and equipment from Contract DE-AC96-03PO92207.” The RFP does not provide a Government Furnished Software (GFS) list. It is our understanding the incumbent uses GFS such as SAP in the performance of the current contract. It is presumed the software will be jointly inventoried by the government, incumbent contractor and successful offeror during transition. Will the government provide the list of GFS to facilitate staffing and scheduling of the joint inventory during transition? Will the government provide their expectations regarding the successful offeror’s employment of GFS?

**Response: The list will be provided to the successful offeror during transition. The government does not anticipate performing a joint inventory.**

53. Question/Comment: Reference Section L.14, (b)(2) Fully executed Representations, Certifications, and Other Statements of Offerors (Section K) including Foreign Ownership, Control and Influence (FOCI) submission if required by Section K provision entitled, “DEAR 952.204-73, Facility Clearance” and the Organizational Conflicts of Interest Disclosure Statement required by Section K provision entitled “DEAR 952.209-8 entitled, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services.” 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. Will the government please clarify whether the parent organization of each member company of a proposed Joint Venture (JV) is required to complete and sign the Section K. Representations, Certifications and Other Statements of Offerors or should Section K be completed and signed by each individual member company of the JV only?

**Response: The Section K should be completed by the member companies of the Joint Venture.**

54. Question/Comment: Reference Section H.36(c) Transfer of Subcontracts. (c) Transfer of Subcontracts. On April 1, 2013, the Contractor shall assume responsibility for existing contracts and other agreements from the Contract Number DE-AC96-03PO92207. These include: (a) all subcontracts and purchase orders with the exception of incumbent contractor’s parent company task orders, (b) consulting agreements, (c) regulatory

agreement and permits, (d) site-wide plans (e.g., safety and security plans), and (e) other agreements in effect prior to the execution of this contract.

- a) Will the government provide copies of all existing subcontracts and agreements from Contract Number DE-AC96-03PO92207?
- b) Will the government provide a summary listing detailing whether the agreements are considered subcontracts or purchases and include values and business sizes for each agreement?
- c) Please provide the business size and the dollar value to the list of Incumbent subcontracts that will be assumed upon contract award.
- d) Will the government provide business size status for each incumbent subcontractor to help with the development of small business goals?

**Response:**

- a) **Access to all existing subcontracts and agreements will be provided during transition.**
- b) **The values of all existing subcontracts are included in the list of subcontracts in the Reading Room.**
- c) **The list of subcontracts in the Reading Room that will be assumed by the successful offeror has been updated to include the business size. The dollar value was always included.**
- d) **See c) above.**

55. Question/Comment: Reference L.15(b)(2) – “DOE will schedule the Oral Presentations 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 allow Key Personnel to better plan their schedules for Oral Presentations would the Government provide a relative time frame for when the presentations will take place.

**Response: Oral presentations will tentatively start on July 23<sup>rd</sup>.**

56. Question/Comment: The Draft RFP does not have clause 52.228-7, Liability to Third Persons, in accordance with FAR Section 28.311 which indicates that this is a mandatory clause for cost reimbursement contracts. Consequently, will DOE be adding Clause 52.228-7, Liability to Third Persons to the RFP?

**Response: No. The clause is not applicable to DOE Management and Operating contracts.**

57. Question/Comment: Will the Government please place copies of the current versions of the following SPR plans and documents in the Reading Library for offeror use in proposal preparation? Quality Assurance Surveillance Plan (QASP); Site Sustainability Plan; Emergency Preparedness Plan; Fire Protection Plan, Integrated Safety Management System (ISMS) Description document.

**Response: The Performance Evaluation Measurement Plan (PEMP) is the QASP for this contract. The current PEMP is posted to the Reading Room. The Site Sustainability Plan is in draft and not available for release. The ISMS, Fire Protection, and Quality Assurance Procedures are posted in the additional documents section of the Reading Room.**

58. Question/Comment: Reference Section I – DEAR 970.5245-1 Property, The solicitation envisions a 60-day Transition period beginning February 1, 2013, with contract performance starting April 1, 2013. The solicitation’s Property clause (i.e. DEAR 970.5245-1 PROPERTY (DEC 2000) ) requires the successful offeror to conduct a baseline physical inventory within six months of contract signing, as well as requiring a joint reconciliation physical inventory of unspecified duration with the outgoing contractor.

Considering that the SPR has tens of thousands of lines of personal, movable property (stores, sensitive, pilferable, etc.) and real, immovable installed property (structures, pumps, motors, wellheads, piping, casing, etc.):

- a) Are the baseline and joint reconciliation physical inventories one and the same?
- b) Is the successful offeror required to physically inventory both personal and real installed property?
- c) Are the physical inventories to be completed in the 60-day Transition period?
- d) Will outgoing contractor personnel be available to complete the joint reconciliation inventory after April 1, 2013?
- e) If the contract is signed, say, December 20, 2012, would the six-month period for completing the baseline inventory end June 20, July 31, or September 30, 2013?

**Response: During the transition period, the contractor will be provided access to the current property inventory records. The contractor will be expected to assume responsibility for this property on April 1, 2013. During transition, the contractor may, but is not required to, perform reasonable testing of the accuracy of these inventory records. Subsequent inventories will be performed in accordance with their normal cycles.**

59. Question/Comment: The solicitation (Clause H.30) requires the incoming contractor to accept SPR property from the outgoing contractor April 1, 2013 and the solicitation’s Property clause (I.141) gives the contracting officer latitude (para. (i)(2)(i)) to direct the

timing of the conduct of a baseline inventory prior to approving the successful offeror's property management system (para. (i)(1)(i),(ii)and(iii)).

- a) Will Government personnel participate in the conduct of the baseline or joint reconciliation inventories?
- b) Would the contracting officer consider approving the successor contractor's property management system on April 1, 2013, if the baseline or joint reconciliation inventory cannot be completed by the end of the 60-day phase-in period and/or outgoing contractor personnel are not available to complete the joint reconciliation inventory after March 31st, particularly if government personnel participate in the inventory taking?

**Response: See preceding response. The incumbent contractor has an approved property system. If the contractor chooses to adopt that system, further approval would not be required. Any new system would require approval.**

60. Question/Comment: Can the M&O Contractor access a non-major team subcontractor through either their GSA schedule or other federal contract schedule without competing the work?

**Response: This is possible, but will depend upon the facts and circumstances surrounding each instance.**

61. Question/Comment: Is the M&O Contractor allowed to use a different business system for their internal company financials?

**Response: This should not be a problem, but more information would be required before a definitive determination could be made.**

62. Question/Comment: Can we swap subcontracts out after novating them to us or do we have to wait 6 months to do that?

**Response: The subcontracts assumed should not be terminated before their completion date.**

63. Question/Comment: Will the customer accept experience descriptions only for the three past performance descriptions provided for each company's past performance or can the offeror describe additional experience descriptions beyond the three presented in the past performance section.

**Response: See 49 above.**

64. Question/Comment: Reference L.15(e), Relevant Experience – Per DOE's answer to draft RFP contractor question # 18, DOE added the following sentence to this proposal instruction: "The Offeror may expand upon its relevant experience in its Volume II

proposal subject to the overall page count limitation.” Can this expanded experience discussion include experience on other contracts, projects, or programs that are not discussed in the Relevant Experience and Past Performance Information Forms?

Response: No.

We understand that the contracts presented in the Vol II Past Performance and Vol II Experience sections must be the same.

In the other sections of Volume II, such as Cavern Integrity, Safety, Maintenance, etc., are we restricted to substantiating our solution to the contracts used in the Past Performance and Experience sections, or can we expand upon our experience in these other sections of Volume II with our experience on other programs, projects, and contracts?

**Response: See 49 above.**