

Questions and Responses to the RFP released on March 23, 2007

Question 16:

Section C-1.4(g) identifies generic scope that is excluded from the M&O contract. Please provide additional detail about the withdrawn scope that will be performed by the DOE IT contractor. Section C-1.4(g) states that cyber security program management is excluded from the M&O contract scope. C-1.3, General Performance Expectations, states, "The contractor shall integrate cyber security into all management and work practices...." Please define the scope of the cyber security program that will be performed by the DOE IT contractor and the cyber security scope that will be performed by the DOE M&O contractor.

Response:

It is anticipated that management of the overall cyber security program will be the responsibility of the DOE IT contractor. The responsibility for compliance with all cyber security requirements for facilities and work under the M&O contract will be the responsibility of the M&O contractor.

Question 17:

Please clarify that the potential penalties identified in B-9(d), Safeguarding Restricted Data, do not apply if the DOE-SB contractor for IT has the performance failure.

Response:

The assessment of any contractor failure with respect to B-9(d), Safeguarding Restricted Data and Other Classified Information, will include a review of all facts and circumstances leading to the failure. If an element of the failure includes the IT contractor's performance, that performance will be factored in. Any failure triggering a review pursuant to B-9(d) will be done on a case-by-case basis.

Question 18:

"Does DOE have a Site liability wrap-up insurance policy for SRS? If so, will this continue and what are the provisions of the policy?"

Response:

No. Insurance requirements are addressed under DEAR 970.5228-1 Insurance, Litigation and Claims, found at clause I.48 of the RFP. This same provision is also contained in the current contract. Specifically, sub paragraph (c) requires the contractor to maintain all necessary insurance required by law or approved by the Contracting Officer. The contractor may self-insure, if such a request is approved by the Contracting Officer. The current contractor self-insures for "Site Liability".

Question 19:

The new contractor will almost assuredly have an obligation to collectively bargain. Please confirm that benefits offered to craft labor hired under a collective bargaining agreement will be an allowable cost under the contract.

Response:

The Cost Principles found at Federal Acquisition Regulation (FAR) Part 31 control. Specifically, FAR Part 31.201-2 discusses cost allowability. The contractor is responsible for adequately demonstrating that costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles.