

Question #	Industry Comment/Question	SPR Response
1	DOE has requested a "staffing plan" as part of the Organization portion of the proposal. Is it intended to be a narrative description of how the Offeror will staff the contract or are Offerors to provide staffing tables by year for the contract? Please clarify DOE's intent for the "staffing plan" requirement.	A narrative description is sufficient however it is at the Offeror's discretion to include alternative information as long as all of the items in L.11(b) are addressed.
2	With respect to the Organization requirements, does the RFP phrase "including roles and responsibilities and lines of authority/leadership structure" apply to the Offeror's team of companies or to the Key Personnel and Organizational Chart for the contract? The sentence structure includes a reference to the benefits of subcontracting just before this phrase. Please clarify.	The Offeror's team, including Key Personnel and teaming partners and/or major subcontractors, should be addressed.
3	Regarding Past Performance, the FRFP Section L.12(e) states, "The offeror shall provide past performance information on three (3) contracts, either completed or currently being performed for the offeror..." This is a change as the DFRP stated, "If the offeror is a newly formed entity, the offeror shall provide past performance information on three (3) contracts for each parent organization(s) or each member organization if the offeror is a joint venture, LLC, or similar entity." Restricting the offeror past performance contracts to only three (3) will not provide enough information for DOE to evaluate the entities comprising the LLC. This means that the major subcontractors will potentially be providing more past performance than the M&O contract holder. By limiting the number of past performances that a JV entity can submit to only three (3), competitive evaluation is potentially shortchanged. To properly assess the entities responsible for this important contract, we request that the DOE require up to three (3) past performance contracts from each LLC member.	L.12(e) states: Contracts information. The offeror shall provide past performance information on three (3) contracts, either completed or currently being performed for the offeror, and up to three (3) contracts, either completed or currently being performed, for each proposed major subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide past performance information on three (3) contracts for each parent organization(s), affiliated companies or each member organization if the offeror is a joint venture, LLC, or similar entity. The offeror shall only provide past performance information for contracts that are currently being performed for at least six (6) months prior to the solicitation issuance date and/or for contracts that were completed within the last five (5) years from the date solicitation was issued. Offeror's concern is addressed by the bold language as modified in RFP Amendment 0002.
4	Section H.10 requires that the contractor implement an accredited EVMS which conflicts with Section 2.8 of the PWS in Section C of the RFP related to LE2, which states that "EVMS certification is not required" by the M&O. Please clarify the requirements for EVMS accreditation, including how quickly after award the Contractor is expected to have an accredited system in place.	Section C, 2.8 PWS explicitly states EVMS certification is not required. However, if certification becomes required, Section H.10 states the contractor must seek certification from the valid federal agency.
5	In order to maintain adequate staff at the site as required by L-11(b), please provide the current incumbent's detailed organizational chart, including staffing numbers.	Staffing information is available in the Reading Room, Big Hill Site Visit slides and Org Chart.

6	<p>This section states that the offeror shall provide past performance information on three (3) contracts, either completed or currently being performed for the offeror. If the offeror is a new Joint Venture (JV), please clarify whether 3 contracts are required for each JV member or a total of 3 projects for the JV.</p>	<p>L.12(e) states: Contracts information. The offeror shall provide past performance information on three (3) contracts, either completed or currently being performed for the offeror, and up to three (3) contracts, either completed or currently being performed, for each proposed major subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide past performance information on three (3) contracts for each parent organization(s), affiliated companies or each member organization if the offeror is a joint venture, LLC, or similar entity. The offeror shall only provide past performance information for contracts that are currently being performed for at least six (6) months prior to the solicitation issuance date and/or for contracts that were completed within the last five (5) years from the date solicitation was issued. Offeror's concern is addressed by the bold language as modified in RFP Amendment 0002.</p>
7	<p>FFPO, as the incumbent contractor, has superior knowledge of the SPR and ready access to a wealth of SPR information. To ensure a meaningful competition, potential offerors need access to information about current SPR operations (e.g., key M&O contractor and DOE policies, plans, and procedures, program and project review documents, organizational charts, incumbent contractor staffing information, updates throughout the proposal preparation period on the outages due to LE2 referenced in Section C, etc.). By enhancing their knowledge of the SPR, offerors can craft better proposals that feature clear benefits and improvements for the SPR. Therefore, will the Government be expanding its document library to provide such information? If so, when?</p>	<p>DOE's policies can be found: https://www.energy.gov/cio/doe-policies. The Reading Room has been updated to the extent practicable.</p>
8	<p>Pursuant to Clause DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014), the contractor has the option to adopt the incumbent contractor's business systems. Are the business systems being implemented by the incumbent contractor currently deemed acceptable to DOE?</p>	<p>Yes.</p>
9	<p>Provision L.10 instructs offerors to address "managing a large workforce" as part of its management approach. Provision L.11(b) requires "a detailed staffing plan... that demonstrates its ability to obtain, retain, and maintain the adequate numbers of qualified personnel..." There seems to be some overlap between these two elements of the RFP. Each section would need to address an approach to performing the Human Resource Management PWS element in Section C. Will the Government clarify the distinction being made between Provisions L.10 and L.11?</p>	<p>Provision L.10 refers to managing the operations of a large workforce while performing activities. L.11(b) refers to HR management.</p>

10	<p>Provision L.11(b) asks for a “detailed staffing plan” an Section H requires that the incumbent workforce (with a few exceptions) be fully transferred into their current roles. Therefore, it is essential that DOE provide the current staffing plan – including labor categories, number of employees of each category, and location of employee -- as soon as possible. Otherwise, the incumbent has a major advantage. Alternatively, please remove the requirement of a detailed staffing plan from sections L and M.</p>	<p>Organization chart has been added to the Reading Room.</p>
11	<p>We also note the absence of several other sections that typically are requested in Volume I. These include a separate OCI section, an Equal Opportunity Compliance section, a requirement for an EVMS plan to be included in Volume I, and a Community Commitment Plan typically required in Volume I. Please confirm that these are not to be included in our Volume I.</p>	<p>Confirmed.</p>
12	<p>We note that the revisions between the draft and the final RFP removed the requirement for a technical approach and consolidated the contract transition approach into the management approach. The revisions also removed all requirements for our proposal to include a section on Small Business Participation. Also, the references to the small business plan now refer to a master small business plan, which means to us that goal are not requested in our proposal. Please confirm that only a master plan without goals are required.</p>	<p>An individual small business subcontracting plan is required. DOE-H-2050 will be updated in Amendment 0003.</p>
13	<p>Section 2.7.6 – The purchasing system shall identify and apply the best in commercial purchasing practices and procedures to achieve system objective. What factors determine “the best in commercial purchasing practices and procedures”?</p>	<p>Please refer to H.12 DOE-H-2026.</p>
14	<p>In the event that any provisions of the DOE and FAR are contradictory, which governs?</p>	<p>DOE is unclear on what is meant by "provisions of the DOE." Federal agencies follow the FAR (see: FAR Subpart 1.3). In case of a contradiction, the contracting officer will determine the correct course of action based on the specific circumstances and regulations involved.</p>
15	<p>Pages K-23 and M-2. Section K.9 states "...An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision." Yet Section M.2(d) implies that the statements will be made as part of its Section K Representations and Certifications submission. Does the DOE expect offerors to make OCI statements as part of its completed Section K with Volume I and before being notified as the apparent successful offeror? Or are we to wait until we are notified we are successful?</p>	<p>Once notified.</p>
16	<p>Section 2.8 Life Extension 2 Item #14 states "EVMS certification [is] not required." However, Clause H.10 appears to require EVMS certification for projects over \$100M. Based on its size, the Life Extension 2 project would require EVMS certification. Please clarify.</p>	<p>Section C, 2.8 PWS explicitly states EVMS certification is not required. However, if certification becomes required, Section H.10 states the contractor must seek certification from the valid federal agency.</p>

17	Section L.8(k) states: "The offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan," but it does not specify which type of subcontracting plan shall be used between individual, master, or commercial. Please clarify which type of plan is required.	An individual subcontracting plan is required.
18	RFP Reference: H.30(d)(1,2) DOE-H-2070 Key Personnel. Clause H.30 (d) (1 &2) state that "any time the Project Manager is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee under the contract maybe permanently reduced by \$600,000 for each and every such occurrence." Question: Clarify that "permanent" means just for the FY of the occurrence.	Confirmed.
19	RFP Reference: Section L.7(f)(4) Attachment L-5 PPRIF. Within the Draft RFP Q&A, DOE responded to several questions related the font sizes required in the PPRIF. However, there is room for interpretation and potential for confusion around the allowable font size for information input by offerors completing the form. For instance, Draft Q&A #150 refers us to DOE-L-2001 and, together with the adjusted font size on the form, implies a concurrence that the Attachment L-5 form is a table and, therefore, that a font size as small as 9 pt is allowable. (The fields and headings in the template are now 10 pt font.) However, this is an inference and not explicit. Please confirm that 10 pt font is acceptable for the response fields.	Confirmed.
20	RFP Reference: Clause H.3 and H.40. We appreciate the inclusion of the Advance Understanding clauses. Will the contractor be responsible for a Multi-Employer Pension Plan (MEPP)? If so, can you include language related to allowability of any MEPP withdrawal liability that arises based on the plan's current funding level as related to ERISA requirements.	No.

21	<p>RFP Reference: Clause H.6 Disposition of Intellectual Property – Failure to Complete Contract Performance. "The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason: (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract." Would DOE consider replacing "for any reason" with terms that show breach or criminal neglect? We believe as written, the current terminology is too encompassing and doesn't take into account circumstances such as force majeure. It also provides the potential for seizing IP that is broadly used in commercial environments. "(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license." Would DOE consider including language that excludes IP that is commercially used or developed outside of this contract?</p>	<p>This provision, as written, addresses situations where the contractor stops performance and cannot complete the term of the contract. It does not apply to situations where the contractor has to pause certain projects, as may be the case with force majeure. DOE will not alter the provisions because if the contractor quits for any reason, DOE must have the ability to take over the entire scope of work.</p>
22	<p>RFP Reference: H.62 DOE-H-7035 Activities During Contract Transition. Please provide the list of all deliverables required during Transition including due dates such that the Transition can be an accurately costed and staffed per the requirements of the RFP. Absent this information the incumbent realizes an unfair advantage in their understanding of milestones and costs.</p>	<p>There are no milestones outside of completing the transition within the timeframe stated. DOE cannot give a list of deliverables because the contractor decides which systems it will take over from the current contractor and which it will implement on its own.</p>
23	<p>Please add the transition requirements to the Section C Performance Work Statement and other transition deliverables and milestones to appropriate sections of the RFP.</p>	<p>There are no milestones outside of completing the transition within the timeframe stated. DOE cannot give a list of deliverables because the contractor decides which systems it will take over from the current contractor and which it will implement on its own.</p>
24	<p>RFP Reference: H.68(h) & B.5(b) 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].... Recommendation: Please specify that "material change in the negotiated budget of total estimated cost" means an increase or decrease of a percentage consistent with Section B.5(b).</p>	<p>DOE declines this recommendation.</p>
25	<p>RFP Reference: H.37 Facilities. Please clarify if DOE will provide office space to the incoming Contractor at all locations during Transition.</p>	<p>DOE will not provide office space for transition.</p>
26	<p>Please provide current staffing levels and positions across the SPR M&O by site.</p>	<p>Information is available in the Reading Room - Big Hill Site Visit slides and Org Chart.</p>

27	<p>We request that DOE post the following information to the Reading Room: a. The attendee list to the Big Hill Site Visit b. The presentation slides and/or tour script from the Big Hill Site Visit c. The incumbent M&O contractor’s FY22 and FY23 Performance Fee Board Report d. The two most recently submitted Project Review Briefing Charts e. The two most recent Program Review Charts f. SPRPMO Risk Management Analysis Matrix & Report g. Current incumbent Subcontracts h. The most recent RECAP and SPREX reports</p>	<p>The Reading Room has been updated to the extent practicable.</p>
28	<p>We understand this RFP language means that, consistent with the requirements of FAR part 31 and the CAS, DOE will not be reimbursing us directly for our bid and proposal expenses and further that bid and proposal expenses will be unallowable costs of the resultant contract. Please confirm if this is what DOE intended and that this understanding is correct.</p>	<p>Confirmed.</p>
29	<p>Please clarify the total page limitation for Volume II - Management Approach. Section L. 10 (page 16) states that the Management Approach is limited to 50 pages. Does this include Key Personnel and Organization (which is limited to 15 pages) and Past Performance information?</p>	<p>No.</p>
30	<p>1. Please clarify the contractor's responsibility, if any, for St. James Marine Terminal and the facilities at Jones Creek, Texas City, and the Stennis Warehouse. 2. Does the contractor have any responsibility for the 3 distribution systems, or for the DOE pipelines beyond the site boundaries of the 4 storage facilities?</p>	<p>1. 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 lease evaluations and change request of these facilities to ensure that they are being operated and maintained in accordance with the requirements of the DOE lease. In addition, the M&O contractor supports DOE in lease re-solicitations and lease revenue reconciliations for the DOE Leased Assets. 2. Lessee is responsible for operating and maintaining DOE Leased Asset in accordance with the requirements of the DOE lease. Note, Lessee is Operator of record for the DOE Leased Asset.</p> <p>Regarding Stennis: The M&O contractor maintains the facility and equipment in Stennis. They are responsible for keeping warehouse spares and maintaining/testing the RPX equipment. They also assist with loading and unloading of RPX equipment if deployed and stay with the equipment the entirety of the time it is away from Stennis. They will also host table-top RPX exercises when necessary. The Stennis facility also has Emergency Management equipment and houses computers/equipment for an alternate work environment. This equipment is maintained by M&O NOLA personnel who come out periodically to do maintenance or updates. The M&O contractor may assist with lawn maintenance at the Stennis facility and fire extinguishers at the warehouse as needed. The M&O contractor at Stennis are responsible for travelling to the sites to do equipment inspections and maintaining the emergency generators at the New Orleans 850 & 900 buildings. And as with all the sites, the personnel are expected to host groups for visits/tours when necessary.</p>

31	Does the contractor have any input into QASP and PEMP documents? Will there be discussions between the DOE and contractor to reach mutually agreed standards and expectations?	Please refer to H.46 H.46 DOE-H-7014 STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION (SEP 2017) (REVISED).
32	Is it DOE's intent that the 3 LE 2 subcontracts be novated to the successful contractor from the incumbent? Are these among the commercial agreements referenced in H.62 (a)(2)?	Successful contractor is responsible for deciding the best methods for achieving the SOW including its choice of subcontractors.
33	As we understand it, the term "Joint Appointee" refers to persons assigned to two different employment entities at the same time, and they have been utilized at other DOE sites. Is there a history of using joint appointees at SPR sites, and if so for what purpose?	Joint Appointees have been used at the SPR on a case by case basis and for different purposes.
34	Are there any legacy benefit plans that some employees may be covered by and that the successful contractor would be responsible for? For example any defined benefit or retiree health benefit plans?	There are no legacy benefit plans.
35	Is the Advance Understanding referenced in the Cover Letter the same as Appendix A mentioned in this clause?	Yes.
36	Does the incumbent contractor currently sponsor any PRB plans that will continue?	No.
37	Is there Government office space available for a transition team office at each of the 4 storage sites and at the New Orleans HQ or will the contractor need to obtain offsite space nearby?	DOE will not provide office space for transition.
38	During transition, the Contractor is to initiate and complete planning to assume responsibility for existing regulatory and commercial agreements that will be assigned to the Contractor upon start of operations. Please provide information on what regulatory and commercial agreements would be included in this task, and the nature of each.	DOE anticipates handling this during transition.
39	Prior DOE solicitations have included language prohibiting offerors from submitting multiple offers/proposals as a prime contractor and further stated that Parent Organizations are prohibited from participation in more than one Offeror's proposal. Will DOE include similar provisions regarding prohibitions here or at least address their applicability to this RFP?	DOE does not anticipate making this change.
40	L.26 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION: Reflects the requirements for submission of the FOCI and makes references to equivalent clearances to DoD and DOE, but nowhere in the proposal is there a document or information as to what clearance levels are to be met. Please provide the applicable clearance requirements.	This information will be provided during transition. Note that all SPR Key Personnel will be required to have security clearances.

41	<p>In the SPR responses to industry questions, question 39 asked about the process for submitting teaming partners or major subcontractor financial information that is considered to be confidential. The response to this question was that this information can be submitted directly to the Contracting Officer. The final RFP was not amended to include these instructions. Can you please confirm whether or not an amendment will be issued to allow for teaming partners/major subcontractors to submit information they deem confidential directly to the Contracting Officer or if the response to this question is considered to be formal direction to the offerors regarding the submittal of confidential information?</p>	<p>Confidential information from partners/subcontractors may be submitted directly to the Contracting Officer via email (seb@spr.doe.gov).</p>
42	<p>Section H – Clause H.62 requires the offeror to initiate and complete the planning to assume the responsibility for the existing regulatory (e.g., environmental permits) and commercial agreements (e.g., subcontracts, purchase orders, etc.) to be assigned to the Contractor by the Incumbent Contractor, or otherwise taken over by the Contractor. Can you please provide a list of the regulatory agreements and commercial agreements, to include services provided by each commercial agreement that the offeror will be required to take over so that adequate resources can be planned to perform these activities during Transition?</p>	<p>The Reading Room will continue to be updated as additional documentation becomes available.</p>
43	<p>Section L.11(b) on page L.19 of the RFP asks bidders to “provide a detailed staffing plan...”. Is it DOE’s expectations that the plan bidders provide includes numbers of personnel within each of the organizational elements down to the craft level? If so, which year’s funding level should be assumed for the plan or is DOE requesting a staffing plan by fiscal year?</p>	<p>It is at the offeror's discretion. Only one staffing plan is required.</p>
44	<p>Will DOE please confirm that the “Program Manager” position required by Section G.3 may be filled by the same person as the “Project Manager” position listed as Key under Section L.11? If not, will DOE please confirm that DOE does not consider the Program Manager role to be Key</p>	<p>Confirmed.</p>
45	<p>Section G.6(b) grants DOE “discretion” to “include any or all” of various categories of information in past performance evaluations. FAR 42.1503(b)(2) states that “[e]valuation factors for each assessment shall include, at a minimum” those categories of information. Will DOE please confirm that each past performance evaluation will include at least the five listed categories (technical/quality, cost control, schedule, management or business relations, and small business subcontracting)?</p>	<p>FAR 42.1503(b)(2) refers to Past Performance during the solicitation process. Section G.6(b) refers to evaluating performance during the contract.</p>
46	<p>Section H.1(b) references DEAR 970.3102-05-6, which requires the Contracting Officer to set compensation thresholds which may only be exceeded with DOE approval. Does the phrase “[t]he base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract” in Section H.1(d)(3)(B) establish the compensation threshold for all positions under DEAR 970.3102-05-6?</p>	<p>DOE is unclear on what is being asked. The contractor is required to have compensation policies per the DEAR while the compensation for the expressly named employees must be approved by the Contracting Officer.</p>

47	Section H.1(b) references DEAR 970.3102-05-6, which requires the Contracting Officer to set compensation thresholds which may only be exceeded with DOE approval. Will DOE please provide the compensation thresholds currently in force and data on how frequently DOE permits compensation above the thresholds on the incumbent contract?	The maximum allowable salary for the top contractor official is \$646,000. There are no other salary caps to specific positions. Reference www.whitehouse.gov/wpcontent/uploads/2023/11/ContractorCompensationCapContractsAwardedafterJune24-UPDATE-NOV-2023.pdf . DOE is unaware of this having been exceeded.
48	Section H.18 gives DOE the right to “transfer and assign existing or future DOE prime contracts supporting site work to this contract.” Will DOE please list all existing DOE prime contracts currently supporting site work and provide or summarize their statements of work?	DOE currently has 2 AEs contractors (Tanaka Madison Consulting (TMC) and Vali Cooper International (VCI)) who are not assigned to the M&O contractor.
49	Section H.18 requires accepting “the transfer of existing subcontracts as determined necessary by DOE for continuity of operations.” Will DOE please list all existing subcontracts and provide or summarize their statements of work?	DOE does not currently have this information, it will be provided during the transition between contractors.
50	In light of the requirement under Section H.38 for the contractor’s Board of Directors/oversight entity to execute a contractor assurance system, would DOE consider making compensation to the Board/oversight entity for executing that system allowable, notwithstanding the language in Section H.40(b)(1)?	No.
51	Will DOE please provide a list of all government-furnished equipment/facilities/property for this contract, including (as applicable) the date of purchase and remaining useful life for each?	Due to the voluminous nature, DOE is not able to provide a comprehensive list of Government-furnished equipment/facilities/property. However, an office environment will be provided (i.e., desk, chair, cubicle (a place to sit) and shared office machines like printer/scanner, telephone, etc.) consisting of furniture and equipment that is already on hand. When awarded, wall-to-wall inventory will be conducted and new Contractor will accept the transfer of and accountability for Government-owned property and equipment from the previous contractor.
52	Under Section H.48, is the contractor actually obligated to buy “American made” items “to the greatest extent practicable,” or does the clause merely express “the sense of the Congress” of the United States?	Contractor has to abide by the Buy American Act as outlined in the FAR.
53	Will DOE please clarify the reference to the “Minimum Wages Under Executive Order 13658 clause prescribed in 48 CFR 22.1906” in Section I.171(x)(9), given that FAR 22.1906 now refers to Executive Order 14026, and given that CAAC Letter 2024-01 states that Executive Order 14026 cannot currently be enforced “for federal contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party”?	The CAAC letter states that it is inapplicable when the contracts or subcontracts are with the three states including their agencies. DOE does not anticipate the state of Louisiana or Texas to be a party to this agreement.
54	Section I.171(x)(7) requires flow-down of the “Nondisplacement of Qualified Workers clause prescribed in 48 CFR 22.1207,” but FAR 22.1207 is now listed as “Reserved.” Will DOE please confirm that the clause referred to in Section I.171(x)(7) is the clause referenced in Appendix A of the Department of Labor’s new rule, “Nondisplacement of Qualified Workers Under Service Contracts” (88 Fed. Reg. 86736, 86803-05(Dec. 14, 2023))?	Confirmed.

55	Will DOE please provide a list of all contractor-furnished equipment/facilities/property used for performance of the contract which DOE anticipates that the incumbent contractor will make available to the new awardee (if any)?	DOE is unaware of any contractor-furnished equipment.
56	Regarding Section 2.0 of C.1 and Section 2.7.3 of C.2: please list the “commercial concerns” to whom DOE has leased assets and the holders of the referenced “SPR DOE prime contracts.”	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 lease evaluations and change request of these facilities to ensure that they are being operated and maintained in accordance with the requirements of the DOE lease. In addition, the M&O contractor supports DOE in lease re-solicitations and lease revenue reconciliations for the DOE Leased Assets. 2. Lessee is responsible for operating and maintaining DOE Leased Asset in accordance with the requirements of the DOE lease. Note, Lessee is Operator of record for the DOE Leased Asset. SPR DOE prime contractors include Tanaka Madison Consulting (TMC) and Vali Cooper International (VCI) AE services, and Chenega Enterprise Systems & Solutions, LLC (Management & Technical Support Services).
57	Regarding Section M.8, are the “descriptive elements of each evaluation factor” equally weighted within each factor? If not, will DOE please state the relative weight of each?	Please see description in solicitation.
58	Section L.11 requires proposal of “approach for providing corporate governance and oversight” but M.6 does not reference this as among the evaluated descriptive elements. Will this approach be evaluated?	Please refer to M.5.
59	Given the requirements in H to hire all incumbent staff and the requirements in L to provide a detailed staffing plan, please provide the current incumbent staffing plan by labor category, number of employees, and site.	Information is available in the Reading Room - Big Hill Site Visit slides and Org Chart.
60	Relevant past performance in this procurement is defined as past performance similar in size, scope, and complexity to the SPR contract. SPR is a unique place. It is hard to imagine any team of contractors, other than the incumbent, that will have past performance within the allowable time period that is similar in all three. Please confirm that DOE will assess relevancy in an integrated manner, where large contracts that are less similar in scope or complexity or alternatively, smaller contracts that are more directly similar in scope and complexity will be found relevant for performance evaluation.	It is up to the Contractor to provide what experience it believes is applicable. DOE will assess all Past Performance provided.
61	RFP Section B.5(b), Title: Supplies or Services and Prices-Costs, DOE-B-7004 Total Available Fee (SEP 2017) (REVISED). This section states “The annual fee base is estimated in accordance with DEAR 970.1504-1, including estimated exclusions, adjustments, and classification factors.” Question: As the fee base exclusions may be subjective and historically based, will the DOE identify the types of costs excluded in the fee base calculations?	Exclusions are not subjective nor historically based. Exclusions will be per the DEAR and negotiated with the winning offeror.

62	<p>RFP Section B.5(b), Title: Supplies or Services and Prices-Costs, DOE-B-7004 Total Available Fee. We note that the maximum fee available in the RFP averages 4.75% over the 10-year term, whereas the maximum available fee for the incumbent contract has averaged just over 7%. Question: What is DOE’s rationale for a reduction of available fee of more than 30%?</p>	Maximum available fee is based on the DEAR and deductions proposed by contractors.
63	<p>RFP Section C.2.8, Title: Performance Work Statement, Life Extension 2. As written, this section only describes three of the four storage sites as comprising the scope of LE2 without mentioning the fourth site, West Hackberry. According to the budget request to Congress for FY 2024, which includes the LE2 Construction Project Data Sheet, the LE2 project includes funding within the overall project for West Hackberry through FY 2026 (construction complete). Question: Please clarify whether West Hackberry is part of the LE2 project, or if its remaining project scope is captured within Major Maintenance.</p>	The West Hackberry (WH) subproject is no longer part of the LE2 scope.
64	<p>RFP Section C.2.8, Title: Performance Work Statement, Life Extension 2. This section states “The SPR LE2 Project is divided into three sub-projects, with one at each site location for baseline development, field execution, and project completion. At present, active construction is in progress at the Bryan Mound (BM), Big Hill (BH), and Bayou Choctaw (BC) storage sites by 3 large General Subcontracts.” Question: Please clarify what contracts are in place for LE2 scope versus scope under Major Maintenance. Is it DOE’s intention for the new M&O contractor to manage those LE2 subcontracts through completion via novation? Will the contractor be allowed to terminate and self-perform? Or does DOE expect that the subcontracts will be re-bid by the M&O upon expiration?</p>	These discussions and agreements will be part of the transition between contracts.
65	<p>RFP Section H.63 Special Contract Requirements, DOE-H-7036 WORKFORCE TRANSITION (SEP 2017) (REVISED). Question: Please provide the current employee headcount for the SPR project in total and by site, and please identify the number of employees within those figures who are covered by the Service Contract Labor Act.</p>	Employee headcount information is in the Site Visit presentation which is posted in the Reading Room. Service Contract Labor Standards are only applicable to subcontracts.
66	<p>RFP Section H.63 Special Contract Requirements, DOE-H-7036 WORKFORCE TRANSITION (SEP 2017) (REVISED). We note that this section does not identify any work products to be delivered during contract transition. Question: Does DOE contemplate specific deliverables associated with this Section?</p>	Not at this time.

67	<p>RFP Section L.8(f)(1) Proposal Preparation Instructions, DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE II, ALTERNATE III, ALTERNATE IV, AND ALTERNATE V (NOV 2021), Representations and Certifications. This section states “The offeror, to include the parent organizations, shall also complete any additional representations, certifications or other statements required in this solicitation’s Section K, Representations, certifications, and other statements of the offeror.” We note that section L.7 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTION, paragraph (a), states “The term ‘offeror,’ as used in this Section L, refers to the single entity submitting the proposal.”</p> <p>Question: Please confirm that, where the offeror is comprised of a contractor team arrangement, only the offeror entity and not the member companies in such contractor team arrangement are required to complete Section K.</p>	<p>Representations and Certifications are required from each team member. 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.</p>
68	<p>RFP Section L.13(f), Instructions, Conditions and Notices to Offerors; Responsibility Determination and Financial Capacity.</p> <p>Question: The financial information of some organizations is considered sensitive information. Can the government provide instructions for securely submitting sensitive information?</p>	<p>Confidential information from partners/subcontractors may be submitted directly to the Contracting Officer via email (seb@spr.doe.gov).</p>
69	<p>RFP Section L.13 Proposal Preparation Instructions – Volume III Cost-Fee Evaluation Information, paragraph (b) states “Offerors shall provide a separately priced cost proposal that consists of the information in Paragraphs L.19(c) through L.19(e) as identified below.”</p> <p>Question: Are offerors to provide just a single summary line cost for each of the items (c) through (e) or also the next level of detail such as (d)(1) Labor, (d)(2) Indirect Costs, (d)(3) Non-Labor Costs, etc.?</p>	<p>L.13 is fairly specific about this requirement, additional details/requirements will not be provided.</p>
70	<p>Question: Please provide offerors with a copy of the incumbent contractor’s most recent Fee Determination letter.</p>	<p>The Reading Room has been updated with this information.</p>
71	<p>RFP Section L.13 Proposal Preparation Instructions – Volume III Cost-Fee Evaluation Information, paragraph (e) Key Personnel Cost Proposal, sub-section (4), states “If Offeror proposes to adopt the current fringe benefits package of the incumbent contractor, assume a rate of 54.4%. If the Offeror is proposing a different fringe benefits package, provide the rate with supporting data.”</p> <p>Question: Please provide a copy of the FY23 Compensation Plan to assist offerors in determining what fringe benefits are considered within the 54.4% rate.</p>	<p>The Reading Room will be updated with this information.</p>

72	<p>RFP Section L.13 Proposal Preparation Instructions – Volume III Cost/Fee Evaluation Information, paragraph (e) Key Personnel Cost Proposal. This section states “...the Government will evaluate the total annual compensation, exclusive of bonuses paid from fee...” We note that the RFP does not state in Section L or in any other Section that executive incentive programs for Key Personnel are not allowable costs under the contract. Many DOE RFPs specifically contemplate the potential for executive incentive programs. We cite an example from SOLICITATION NO. 89303320REM000070: “Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.”</p> <p>Question: Would DOE consider incorporating such language into the RFP to enable offerors to attract and retain executive talent?</p>	The Contracting Officer will consider any requests for costs appropriately.
73	<p>RFP Section M.7(f) DOE-M-2008 Evaluation Factor 3 – Past Performance (OCT 2015) (REVISED) (f), states “Terminated contracts and cure notices: Contracts of the offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and major subcontractors that were terminated or had cure notices issued to them, including the reasons therefore, within the last seven (7) years may be considered in the evaluation.”</p> <p>Question: How does the DOE intend to score terminations for convenience and cure notices as part of an offeror’s submittal of Attachment L-9?</p>	As stated in M.8, The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the offeror's proposal for that evaluation factor.
74	<p>RFP Section L.11.(a)(4) Oral Presentation Information, paragraph 7 states: “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.”</p> <p>Will the Government please clarify the approximate number of days after proposal submission that the Oral Presentation notices will be sent to Offerors?</p>	DOE anticipates a minimum of 2 weeks but it could be longer.
75	<p>Is the Professional Development attachment included in the 4-page key personnel resume limit? This required information could be several pages long. We recommend this requirement be changed to: List [not attach] relevant [not all] special/job related training. Reviewers can assume that every key person has had basic OSHA, security, HR, leadership, and communications training, for example.</p>	DOE does not anticipate making this change.

76	RFP Reference: Section L.12(e)(1) Proposal Preparation Instructions, Volume II - Past Performance. "Past performance information form. The offeror shall submit its past performance information on the Past Performance Information Questionnaire contained in attachment L-6 to Section L. One form shall be provided for each past performance reference (contract)." Section L.12(h) addresses the PPQ, Section L.12(e) seems to be referencing the Past Performance Reference Information Form and Attachment L-5, but has inconsistent terminology. Please advise.	Confirmed that the reference is to the Past Performance Reference Information Form. This was corrected in Amendment 0002.
77	RFP Reference: Section L.13(a)(5) Proposal Preparation Instructions -- Volume III Cost/Fee Evaluation Information. "Name, address, and phone number of the Government audit office and contract administrative office, if available." Please confirm this is required for the Offeror only and not subcontractors.	It is required for the Offeror.
78	RFP Reference: Section L.13(e)(2) Proposal Cost Instructions -Vol III Cost/Fee Evaluation Information, Key Personnel Cost Proposal, Escalation. Section states that offerors shall use an escalation factor of up to 3.5% for all fiscal year periods. Use of the phrase "up to" indicates that any escalation rate can be used for the key personnel cost proposal with a cap of 3.5%. Recommendation: Change wording to "Offerors shall use an escalation factor of 3.5% for all fiscal years."	DOE does not anticipate making this change.