

Question #	Industry Comment/Question	SPR Response
1	On the table at the bottom of page B-3 and top of page B-4 in section B.5(c), why is the percentage of maximum available fee (C/B) different in 2024 and 2025 versus 2028 versus 2034, etc.? What is the basis for the variance in maximum available fee by year? It varies from 3.3% to 5.4% depending on the year. Is it DOE's intent that the percentage of available fee fluctuate?	The calculation doesn't typically equate to a certain percentage of the cost basis, nor will it be the same year to year.
2	The annual fee base (Column B) shown in the table on page B-3 for FY2025 is \$376,122,190.00 which is \$164.6 million more than shown for FY2026. What is the reason FY2025 is so much higher? What is included in that annual funding level that is not included in subsequent years? Please advise.	The majority of LE2 work is planned in FY 2024 and FY 2025. LE2 work is scheduled to complete in FY 2026/FY 2027 with minimal cost in those years. At that point, funding is planned only for the base program.
3	Are the dollar values provided in Column B shown in the table on pages B-3 and B-4 inclusive of the contract value plus fee plus DOE oversight costs for the Strategic Petroleum Reserve? Or please delineate what is included in the listed annual fee base amounts in Column B.	DOE oversight is not included in the contract value. The annual fee base includes work planned by the M&O Contractor to operate the SPR in the following areas: Security, Power, Management & Support, Operations, Maintenance, Change in Inventory, Environmental, Hurricane Recovery, Petroleum Acquisition and Transportation, Construction Management, Major Maintenance and Life Extension 2.
4	B.6 is silent on fee for small business teaming subcontractors that are not part of the LLC or JV. Normally, small businesses that are named teaming subcontractors are excluded from this clause and allowed to charge separate fee. Please add in language excluding small business subcontractors from fee sharing.	Please refer to RFP Amendment 0001 for updated Section B language.
5	The language in Section L.11(a)(1) regarding Key Personnel is unclear. The first sentence seems to indicate Offerors should bid key positions we deem essential to contract performance (implying Offerors could propose additional positions as key), while subsequent language ("The Key Personnel designated is limited to: Project Manager; Director, Operations and Maintenance; Director, Engineering; Director, Environment, Safety and Health; Director, Finance/Chief Financial Officer") seems to say Offerors are limited to the five designated positions. Are Offerors limited to the five Key Personnel DOE has identified, or can Offerors propose additional keys?	Offerors are limited to the five (5) Key Personnel positions identified in the RFP. Language will be clarified in RFP Amendment 0002.
6	In light of the extensive information that DOE is requesting in Attachment L-5 (e.g., Block 12, Major consultants, partners or subcontractors used; Block 14, Unusual Circumstances of Performance or Problems Relevant to Work to be Performed and Conflicts with the Customer for Which They May Make Adverse Remarks); will DOE change the maximum number of pages for Past Performance Information Forms from 5 to 7 pages?	DOE does not anticipate changing the number of pages. Attachment L-5, Item 14 language will be clarified in RFP Amendment 0002.
7	The provided Attachment L-5 is provided in a table format with a font size of Times New Roman 10 point font. The RFP indicates that smaller font sizes (minimum of 9 point) are acceptable for use in tables. Please clarify whether DOE considers the Attachment L-5 to be a table for purposes of filling it out.	Attachment L-5 can be considered a table and therefore a 9-point font or larger may be used as per DOE-L-2001.
8	Section L indicates that subcontractor past performance will be evaluated for size, scope, and complexity, as relevant and comparable to the work the subcontractor is proposed to perform by the Offeror on the future contract; however, Attachment L-5 does not require the provision of the proposed scope or value of work scope to be performed. What basis will DOE use to evaluate relevancy of size, scope, and complexity for subcontractor past performance since information on proposed scope and dollar value of scope to be performed has not been requested? Please advise.	DOE is unclear on what is being asked. Attachment L-5 is a past performance reference information form.
9	For Attachment L-5, in the instructions for Item 14 it states: "Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Describe any conflicts with the customer for 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." However, Section L.12 item (f) under Performance Information requires Offerors to provide problems encountered and corrective actions as part of a separate submittal that is not included in the 5-page limit for the Attachment L-5s. This appears to be the same information asked for in two places - once within the page-limited Attachment L-5 and once within the non-page-limited Performance Information. Please clarify if DOE wants this information provided in both places.	This information is required under L.12(f) which is not page limited. Attachment L-5, Item 14 language will be clarified in RFP Amendment 0002.

10	Section M.7(a) states "DOE will evaluate past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the final solicitation issuance date" while section L.12(e) states "the offeror shall only provide past performance information for contracts that are currently being performed for at least six (6) months prior to the proposal due date and/or for contracts that were completed within the last five (5) years from the date proposals are due." Please clarify whether it is five years from the final solicitation issuance date or five years from the date proposals are due?	It is five years from the solicitation issuance date. This will be clarified in RFP Amendment 0002.
11	Given that DOE is soliciting information based on commercial experience, and the fact that projects for the oil & gas/petrochemical industry are cyclical, will the DOE consider extending the past performance window by 2 years? This will extend the past performance project window of performance from 5 years to 7 years and make it consistent with the window for terminated contracts and cure notices.	DOE does not anticipate making this change.
12	The 2012 SPR FRFP and most (if not all) other DOE procurements include Section B language (Section B.6 in this FRFP) that applies an exclusion to the subcontractor fee restriction. Specifically, the exclusion applies to (1) small business(es); (2) protégé firms as part of an approved mentor-protégé relationship; (3) subcontractors under a competitively awarded firm-fixed-unit-price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms. Removing this paragraph has significant implications most of the offerors' teaming arrangements. Was this omission an oversight and does DOE plan to amend the Section to include this paragraph? We request that within Section B.6, include the paragraph that applies an exclusion to the subcontractor fee restriction and that is the standard in most DoE RFPs to include the 2012 version.	Section B language was updated in Amendment 0001.
13	COMMENT: Section H.40 (a) provides the Items of allowable cost. However, it does not provide sufficient detail. With the current information, the winning Offeror is required to renegotiate contract conditions with the Key Personnel (KP) after the award is made. This has distinct disadvantages for both the Offers and for DOE. By providing transparency in the allowable and unallowable costs and the salary caps, the Offerors would have a standardized understanding of DOE's expectations and the potential for disruptions and delays relating to salary and benefit/incentives negotiations after award would greatly diminish. (NOTE -- The salary cap was clearly defined in the 2012 SPR Procurement, which stated, "The maximum allowable salary for the top contractor official is \$693,951. There are no other salary caps to specific positions.")RECOMMENDATION: Put all Offerors on equal footing by clearly articulating in the H.62(b) what are the allowable and unallowable cost associated with the KPs and establish what the salary cap IAW Section 702 of the Bipartisan Budget Act of 2013.	The maximum allowable salary for the top contractor official is \$646,000. There are no other salary caps to specific positions. Reference <a href="http://www.whitehouse.gov/wp-content/uploads/2023/11/ContractorCompensationCapContractsAwardedafterJune24-UPDATE-NOV-2023.pdf">www.whitehouse.gov/wp-content/uploads/2023/11/ContractorCompensationCapContractsAwardedafterJune24-UPDATE-NOV-2023.pdf</a> .
14	COMMENT. The 2012 SPR FRFP and most (if not all) other DOE procurements include Section B language (Section B.6 in this FRFP) that applies an exclusion to the subcontractor fee restriction. Specifically, the exclusion applies to (1) small business(es); (2) protégé firms as part of an approved mentor-protégé relationship; (3) subcontractors under a competitively awarded firm-fixed-unit-price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms. Removing this paragraph has significant implications most of the offerors' teaming arrangements. Was this omission an oversight and does DOE plan to amend the Section to include this paragraph?RECOMMENDATION: Within Section B.6, include the paragraph that applies an exclusion to the subcontractor fee restriction and that is the standard in most DoE RFPs to include the 2012 version.	Please refer to RFP Amendment 0001 for updated Section B language.
15	COMMENT: Section H.1(c)(2) states: "...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 no later than March 1st of each year. Section 702 of the Bipartisan Budget Act of 2013 (BBA; Pub. L. 113-67, December 26, 2013) establishes a cap on the reimbursement of compensation costs for contractor employees, adjusted annually to reflect the change in the Employment Cost Index for all workers as calculated by the Bureau of Labor Statistics (BLS)." QUESTION: Is there a maximum allowable salary for the top contractor official? If yes, please clearly state the amount so there is no possible discrepancy of interpretation between potential Offerors. Are there any other salary caps to specific positions? If so, to which positions do these caps apply and what are the specific caps? What are considered allowable and unallowable costs?	The maximum allowable salary for the top contractor official is \$646,000. There are no other salary caps to specific positions. Reference <a href="http://www.whitehouse.gov/wp-content/uploads/2023/11/ContractorCompensationCapContractsAwardedafterJune24-UPDATE-NOV-2023.pdf">www.whitehouse.gov/wp-content/uploads/2023/11/ContractorCompensationCapContractsAwardedafterJune24-UPDATE-NOV-2023.pdf</a> .
16	Under Administrative Information, the RFP requests the Offeror name, address, telephone number, email, DUNS number and UEI. Please confirm that submission of the UEI is sufficient and that Offerors don't need to include a DUNS number.	RFP Amendment 0002 will remove the DUNS requirement and replace it with Unique Entity Identifier (UEI).

17	<p>Question 177 of the Draft RFP Q&amp;A states ...L.11.g asks for a list of terminated contracts in the past five years, while M.5.f asks for terminated contracts in the preceding three years. Will the government please align L and M for clarity, allowing for five years? The Government’s response to the question is as follows: RFP has been modified to reflect 5 years. However – the final RFP was modified to reflect 7 years instead of 5 years. Was this the Government’s intent?</p>	Yes.
18	<p>Section 3.0, Performance Work Statement, paragraph 3 states, “The contractor shall maintain the SPR inventory and storage capacity, assure operational readiness to draw down and distribute crude oil with 15 days of a Presidential direction, ...” The stated requirement from CESER is 13 days. Please clarify.</p>	The requirement is to initiate drawdown within 13 days, reach maximum drawdown rate within 15 days.
19	<p>C.2 Work Requirements, Section 2.8, Life Extension, states that the contractor will be responsible for completion of Critical Decision (CD) 4 milestones. As defined in 413.3b, CD-4 is defined as Approve Start of Operations or Project Completion. Please clarify or confirm that the CD-3 activities, as defined in 413.3b, will be complete prior to start of the new M&amp;O contract.</p>	CD3 (Start of Construction) was approved concurrently with CD2 (approve project Baseline). The activities (the actual construction) won’t be complete; however, the CD3 milestone has already been met.
20	<p>Paragraph (a) states that “this clause only applies to fixed-price contract awarded to a large business ...” but the contract awarded will not be fixed price. Please explain.</p>	Please refer to the second part of the sentence shown here in bold: This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; <b>or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).</b>
21	<p>Another version of this Clause, with the same title and date, contains a definition of “Beyond the Contractor’s Control” and then Section (c), Contract fee reductions, relieves the Contractor of responsibility for a fee reduction where the vacancy occurred for reasons Beyond the Contractor’s Control. Will DOE consider using this other version in lieu of the version in the Final RFP?</p>	DOE does not anticipate making this change.
22	<p>Section (b)(2) makes Home Office expenses of the Contractor unallowable. We agree and support this. However, in certain instances, it is beneficial for the Contractor’s member companies to provide support to the Contractor in its performance and it long-established, although at times misunderstood, that the overhead and G&amp;A expenses of such member companies, applied consistent with their CAS Disclosure statements, are allowable expense in the invoices submitted by such member companies. Will DOE consider adding a Section (a)(7) to Clause H.40 noting the allowability of such member company allocations. Possible wording could be: (7) Parent organization allocations (e.g., G&amp;A and overhead) for the management of the parent organization’s businesses (but excluding any allocations for the management of the DOE-owned or -leased properties) may: (i) for both seconded employees and temporary reach back expertise, be invoiced in accordance with the parent organization’s CAS disclosure; (provided that, (ii) for seconded personnel alone, the total cost for such personnel shall not exceed the cost that would be incurred if the secondee were a Contractor employee.</p>	DOE does not anticipate making this change.
23	<p>We appreciate the protection this Clause affords but, as the concept of a Cost-Reimbursement Contract is, for all intents, that fee, but not costs, should alone be at risk, will DOE consider adding the following to the Cap, in each case such falling outside the cap to the extent arising due to the willful misconduct or lack of good faith of the contractor’s managerial personnel: (i) <b>DEAR 970.5215-3</b>, Conditional Payment of Fee, Profit and Other Incentives- Facility Management Contracts (AUG 2009), Alternate I (Aug 2009); and (ii) H.55, <b>DOE-H-7023</b>, Allocation of Responsibilities for Contractor (SEP 2017)</p>	DOE does not anticipate making this change.
24	<p>Please provide applicable collective bargaining agreements (CBA) referenced in Section H.62(a)(5)(D)</p>	There are no applicable CBAs.
25	<p>Please provide the numbers of union employees.</p>	Not applicable.
26	<p>Reference Clause H.10 EARNED VALUE MANAGEMENT SYSTEM (EVMS). Please confirm that an EVMS is only required for the Life Extension 2 (LE2) project?</p>	Correct. Only the LE2 project is currently utilizing Earned Value Management System.

27	Since FFPO obtained LE2 project design services from its Fluor affiliate in Houston, will it be necessary to retain this affiliate for any part of the LE2 project scope in the contract resulting from this RFP?	Designs can be transferred to another AE firm if the Fluor affiliate in Houston is not retained to perform Title III activities. Normally the engineer of record is utilized to answer Requests for Information (RFI) which is defined as a request from the Subcontractor for information or clarification of contract plans and specifications or a request from Construction Management to the A-E or other functional departments for information/clarification.
28	The LE2 project cost estimate increased to \$1.9 billion, and the project was descoped by \$500 million to fit within the approved cost range. Will this descoped work be added back, assuming funding is made available, to the LE2 scope or will some or all of this work be added to the Major Maintenance program?	Per DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets, any project with a total project cost of \$50M has to follow the guidance of DOE O 413.3.  If funds over \$50M are provided for the descoped work, then the guidelines of DOE O 413.3 B would be followed and could be added back to the LE2 scope via a Level 1 Baseline Change Proposal.  The acquisition strategy of the individual work packages will dictate how the work is executed.
29	Regarding the LE2 project scope in Section C, is all this work being performed by FFPO employees who will be retained by a successor contractor, or is some of the work being performed by surge staffing from one or more FFPO affiliates?	The Construction Management staff and Project Control staff are currently FFPO/Fluor affiliates or subcontracted out by FFPO for a 3-year term.
30	The FFPO Contract Number DE-FE0011020 posted on the SPR website appears to be missing some contract modifications. Will the Government update this information and provide the modifications?	The SPR website has been updated.
31	Two SPR Orders are missing from the documents library. They are: a. SPRPMO O 130.1C Management and Operating Contractor Annual Operating Plan Formulation b. SPRPMO O 151.2D Drawdown Readiness Program	These SPR Orders have been added to the M&O Recompete Reading Room as of 2/7/2024. <a href="https://www.spr.doe.gov/doesec/MO_SprOrders.htm">https://www.spr.doe.gov/doesec/MO_SprOrders.htm</a>
32	Clause H.57 DOE-H-7027 DOE MENTOR-PROTÉGÉ PROGRAM (SEP 2017) requires the contractor to have at least one protégé at all times under the contract. Does a mentor-protégé agreement need to be in place at the time of contract award or can the contractor do this after award? The contractor will be in a better position to identify potential protégés once it has assumed full responsibility under the contract and can fully engage with the incumbent workforce and its DOE customer to determine the most meaningful opportunities.	The mentor-protégé agreement does not have to be in place at time of contract award.
33	K.2(a)(1) establishes the NAICS code for small business for this acquisition as 561210. K.2(a)(2) then presents the small business size standard as \$35.5 million. However, the SBA's table of size standards identifies the small business size for the 561210 NAICS code as \$47 million. Will the government consider updating Section K.2 (a)(2) from \$35.5M to \$47M to align with the SBA's small business size definition?	RFP Amendment 0002 will make this correction in Section K.
34	Section K, Pages K-14 and 15, K.5 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS CERTIFICATION (NOV 2021) (c)(2). The subheadings following this heading are listed as (iii), (iv), and (v). Please renumber the clause to reflect these paragraphs as (i), (ii), and (iii) or provide the original (i) and (ii).	RFP Amendment 0002 will make this correction in Section K.
35	Section L, Page 12, L.8 (c)(2) Standard Form 33: The instruction indicates Block 1 of the form must be filled in to acknowledge all amendments to the solicitation. The correct block is Block 14. Please amend the form accordingly.	RFP Amendment 0002 will make this correction in Section L.
36	Does the government require submission of acknowledgement of amendments by submission of SF-30s with authorized signatures within Volume I? If so, where do you want them inserted?	Please refer to Block 11 of the SF33.
37	Section L Page 13, L.8 (d)(2) Offeror Name. The instructions ask for both a Data Universal Numbering System (DUNS) number and a Unique Entity Identifier(UEI). Throughout the government, the UEI has replaced DUNS numbers. Will the government please remove the need for a DUNS number and simply require a UEI?	RFP Amendment 0002 will remove the DUNS requirements and replace it with UEI.
38	We'd like to note the absence of a requirement for Section B fill-ins in Volume I. They are usually required in Volume I. If DOE would like these fill-in, please specify where in Volume I they should be placed.	Section B fill-ins are part of Volume III. Refer to L.13(c) & (d).

39	We also note the absence of calling out the specific DOE and FAR/DFAR clauses that require fill-ins. The Instruction at L.8(a) indicates that: "Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature." Does the DOE expect to see fill-in clause information (if any) as the first section of Volume I?	It is at the offeror's discretion where to include the required information.
40	Is Life Extension 2 scope included in the Annual Fee Base in the tables in Section B.5, DOE-B-7004 TOTAL AVAILABLE FEE (SEP 2017) (REVISED)?	Yes.
41	It appears the language in Section H.8(a), " <i>This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix)</i> " was included in error. Please remove.	Please refer to the second part of the sentence shown here in bold: This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; <b>or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).</b>
42	To facilitate our development of the Small Business Subcontracting Plan, please provide SPR's Small Business goals, including sub categories.	Please refer to <a href="https://www.sba.gov/document/support-agency-contracting-goals">https://www.sba.gov/document/support-agency-contracting-goals</a> for the SBA-established goals for DOE.
43	Section L.7(e)(3) states: " <i>All cost and pricing information shall be submitted and addressed only in Volume III, Cost or Price Proposal, unless otherwise specified.</i> " However, the instructions in Section L.10 for the Management Approach require Offerors to address the following: " <i>identifying specific actions to reduce contract cost.</i> "  In addressing this L.10 requirement for actions to reduce contract cost, are Offeror's permitted to include the \$ values of specific cost reductions being proposed or does DOE only desire a description of the cost reduction actions? Please advise.	DOE only desires a description of the cost reduction action(s).
44	RFP Section L.11.(a)(4) Oral Presentation Information, paragraph 2 states: " <i>A single interview question will be provided to each of the proposed key personnel.</i> "  Will the Government please clarify if key personnel Interviews will be conducted with all key personnel present for all interviews, or only with the individual key personnel being interviewed present?	Key Personnel interviews will be conducted with all key personnel present for all interviews.
45	RFP Section L.11.(a)(4) Oral Presentation Information, paragraph 2 states: " <i>A single interview question will be provided to each of the proposed key personnel.</i> " The time allocation in the table that follows indicates approximately 2 hours for interviews (one question per key person).  Will the Government please confirm that each of the five (5) key personnel will have approximately 20 minutes to answer one interview question?	Further details will be provided when orals are scheduled.
46	Section L.12(e)(1) states: " <i>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 contract.</i> "  We believe the referenced attachment is an error and should be pointing towards attachment L-5, Past Performance Information Form, which is consistent with the title of the paragraph. Can the Government please clarify that Attachment L-5 is the form to be filled out in this case, one for each past performance reference contract?	L.12(e)(1) should refer to Attachment L-5. RFP Amendment 0002 will include this correction.
47	L.2(b)(2) states: " <i>The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer.</i> " Can the Government confirm that by "cover page" the expectation is to provide the requested UEI in the SF-33, which contains a block with the referenced information (specifically Block 15A)? Or does the Government request the UEI to be included on the cover of the proposal? Please clarify.	The UEI should be included in Volume I as specified in L.8(d).
48	<b>RFP Reference: Section 11(a)(4) Oral Presentation Information.</b> We understand it is DOE's plan to provide additional details regarding the orals process at a later date, projected to be 2-weeks prior to the orals date. It would be beneficial to receive details earlier to enable offeror Oral readiness. Please provide additional details on how the Interview session will be structured.	Further details will be provided when orals are scheduled.

49	<b>RFP Reference: Section 11(a)(4) Orals Presentation Information.</b> We understand DOE does not intend to provide a schematic of the room for the orals interview. However, would DOE please provide the number of tables and number of easels that will be available in the room?	Further details will be provided when orals are scheduled.
50	<b>RFP Reference: Section L.13(d) Proposal Preparation Instructions -- Volume III Cost/Fee Evaluation Information.</b> "...The transition cost estimate shall be entered into Section B.2(a) and submitted in the information in Volume III." We believe the reference to B.2(a) should be B.5(a). Please confirm.	The correct reference is B.5(a). RFP Amendment 0002 will make this correction..
51	<b>RFP Reference: Attachment L-5 Past-Performance Reference Information Form.</b> Item 15 on page 2 refers to DUNS. Please confirm this should be UEI.	RFP Amendment 0002 will remove the DUNS requirement and replace it with UEI.
52	<b>RFP Reference: L.13(b) Proposal Preparation Instructions – Volume III Cost/Fee Evaluation Information.</b> This paragraph refers to "information in Paragraphs L.19(c) through L.19(e) as identified below." Paragraphs L.19(c) through L.19(e) do not exist in the solicitation. <b>Question: Please clarify that this should be referencing L.13(c) through L.13(e).</b>	Confirming that the reference should be to L.13(c) through L.13(e). RFP Amendment 0002 will include this correction.
53	<b>RFP Reference: H.1, (d)(3)(B).</b> There is a reference in this paragraph to "(d)(3)(A)(vi) above" – however, the section does not include this reference. Is the reference meant to be (d)(3)(A)(v) or is (d)(3)(A)(vi) missing? Please provide clarification.	The reference should be to (d)(3)(A)(v). RFP Amendment 0002 will include this correction.
54	<b>RFP Reference: H.50(a)(2) DOE-H-7019 Separate Entity and Corporate Guarantee.</b> 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.	DOE does not anticipate deleting this clause.
55	<b>RFP Reference: Section J Attachment F-1.</b> Please provide SPRPMO O 130.1C and SPRPMO O 151.2D (referenced in Section J Attachment F-1, Amendment 001) to the Reading Room.	These documents have been added to the Reading Room.
56	The contractor will provide a Management and Operating Contractor Energy Manager to manage all aspects of the SPR energy management to meet Federal, DOE, Executive Order, and SPR energy management requirements and objectives. Does the Government intend to make this position a requirement? Shoud it be a Key Personnel position? We assume this means this is not a key position and simply needs to be shown in our organization structure.	DOE does not anticipate adding any additional Key positions other than those listed in L.11.
57	Please describe the work that was performed subject to indemnification under PL 85-804.	At this time, the M&O Contractor is not performing work under P.L. 85-804. However, the awardee is still responsible for determining whether P.L. 85-804 applies to its work and submit the required request as soon as possible
58	Question #50 on the draft RFP was answered by SPR as "There are no applicable CBAs." Why then does clause H.62 (a) (5) (D) in the final RFP direct contractors to review applicable CBAs during transition?	As there are no applicable CBAs, this item is N/A.
59	This clause references DOE Acquisition Guide, Chapter 70.5 which cannot be located. The accompanying internet link also does not work. Please verify the correct chapter of the Acquisition Guide and repair the associated link.	The DOE Corporate Clause contains an outdated link. The correct link is <a href="https://www.energy.gov/management/articles/department-energy-acquisition-guide">https://www.energy.gov/management/articles/department-energy-acquisition-guide</a> . RFP Amendment 0002 will include this correction.
60	What is the scope of work being performed under P.L. 85-804 indemnification and why was it sought?	At this time, the M&O Contractor is not performing work under P.L. 85-804. However, the awardee is still responsible for determining whether P.L. 85-804 applies to its work and submit the required request as soon as possible
61	During transition some transition team employees will be on site for a maximum of 60 days, and a few transition team employees will remain on site as permanent M&O employees (more than 6 months). What badging actions, if any, and by what dates must the successful offeror take prior to sending personnel to the SPR sites for transition, or do all badging actions take place after personnel report to SPR sites? Are the actions different for the short-term and long-term personnel?	If this is PIV only, no clearance, those who require under 60 days of TOTAL access to sites do not need a PIV badge, just a local badge with a pre-employment background check. HSPD-12 background checks take between 60-120 days normally. Pre-employment background check takes about 2 weeks for those who will require a local badge only. Until the pre-employment check is completed, personnel will have to be escorted by a HSPD-12 badged person.

62	Is our understanding correct that the incumbent M&O contractor will issue local badges to transition personnel?	Yes, the M&O contractor are the ones who issue local badges. They are located at all sites to include New Orleans. Personnel can go to any site to obtain a local badge.
63	Does the fact that the PIV Background Review Process is expected to exceed 90 days impose any limits on long-term M&O employees after the start of operations on 1 September 2024?	No limits to unclassified buildings/work areas will be imposed on personnel who do not have an HSPD-12 badge. A local badge and computer password will be issued to those awaiting an HSPD-12 badge until their HSPD-12 background is complete. This can be started on the first day they come on-site. However, a pre-employment background check will need to be accomplished. A local "escort required" badge will be issued until the pre-employment background check is completed.
64	The individuals listed as needing "Q" clearances (SPRPMO O 206.4B, Section 5. Responsibilities): do they have to have clearances prior to award? Or can they be submitted for one upon award?	For those who need clearances, being an L or Q, there will be no access to classified material before the clearance is issued. This can take 6 months to a year to receive. An interim clearance can be requested but it is not always granted. An interim clearance can take about a week to receive if there are no issues in their background.
65	If awarded contract, will we have access to SPR network upon Day 1 of transition? If not, how will information be provided (e.g. format)	For those without an HSPD-12 badge, a computer password can be used to access email and computer accounts. Classified documents and areas will not be accessed without a clearance or interim clearance in place.
66	Section H.46(b)(2) refers to the Contracting Officer's "rights set forth in paragraphs (a)(2), (a)(6) or (b)(1) above," but there is no "(a)(6)" in Section H.46. Will DOE please clarify?	The correct reference should be to paragraphs (a)(1),(a)(5), and (b)(1). RFP Amendment 0002 will include this correction.
67	Section H.62(c) states that, "[u]nder the prior contract for the management and operation of Strategic Petroleum Reserve, the Contractor performed work which was subject to indemnification under P.L. 85-804" and that "[s]uch work may continue under the Statement of Work for this new contract." Will DOE please identify the character of this work and terms of the prior indemnities?	At this time, the M&O Contractor is not performing work under P.L. 85-804. However, the awardee is still responsible for determining whether P.L. 85-804 applies to its work and submit the required request as soon as possible
68	Is Section L.7(a)'s reference to "DOE-H-2015, Separate Corporate Entity" correct, given that H.50 incorporates "DOE-H-7019 SEPARATE ENTITY AND CORPORATE GUARANTEE (SEP 2017)"?	This correct reference is DOE-H-7019. RFP Amendment 0002 will include this correction.
69	Section L.12 states "contracts that were completed within the last five (5) years from the date proposals are due," but M.7 states "contracts that were completed within the last five years from the final solicitation issuance date." Which is the correct date?	It is five years from the solicitation issuance date. RFP Amendment 0002 will include this correction.
70	Section L.13 refers to "Paragraphs L.19(c) through L.19(e)." Should this instead refer to "Paragraphs L.13(c) through L.13(e)"?	The reference in L.13 should refer to Paragraphs L.13(c) through L.13(e). RFP Amendment 0002 will include this correction.
71	Section L.13 refers to "Section B.2(a)." Should this instead refer to "Section B.5(a)"?	The correct reference is B.5(a). RFP Amendment 0002 will include this correction..
72	RFP Section C.1(3.0), Title: Performance Work Statement, General Information, Performance Work Statement. This section states "The Contractor shall maintain the SPR inventory and storage capacity, assure operational readiness to draw down and distribute crude oil within 15 days of a Presidential direction, and maintain an operational posture that exercises and preserves SPR systems and processes to achieve performance criteria, cost control objectives, and the long-term capability to perform the mission." We note that the final RFP specifies 15 days in this section, whereas the draft RFP specified 13 days. Question: Please clarify whether the aforementioned change from the draft RFP contemplates additional workload or specific activities which drive the addition of two days.	The requirement is to initiate drawdown within 13 days, reach maximum drawdown rate within 15 days.

73	<p>RFP Section H.47 Special Contract Requirements, DOE-H-7015 CAP ON LIABILITY (SEP 2017) Section H.47 DOE-H-7015 CAP ON LIABILITY (SEP 2017). Paragraph (b) states "...the Contractor shall be liable each fiscal year for an amount not-to-exceed 1.25 times the maximum performance fee available for that fiscal year." We note that this provision does not appear in the current SPR contract, and we are not familiar with the presence of this provision in other DOE RFPs. Question: Would DOE consider removing this clause from the RFP, or otherwise explain the rationale for its inclusion?</p>	<p>This is a DOE Corporate Clause required for use in M&amp;O contracts.</p>
74	<p>RFP Section H.57, Special Contract Requirements, DOE-H-7027 DOE MENTOR-PROTÉGÉ PROGRAM (SEP 2017). This section states "Consistent with the provisions set forth in DEAR 919.70, the Contractor shall mentor at least one (1) active Protégé company at all times during the performance of this contract." We note that this provision does not appear in the current SPR contract. Question: Does this requirement extend to an Offeror's proposal in response to this RFP? Must an Offeror's proposal include at least one proposed Mentor-Protégé arrangement to be considered compliant?</p>	<p>DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000) is included in L.1. The mentor-protégé agreement does not have to be in place at time of contract award.</p>
75	<p>RFP Section H.63 Special Contract Requirements, DOE-H-7036 WORKFORCE TRANSITION (SEP 2017) (REVISED). Question: Please identify all collective bargaining agreements currently in effect as well as the incumbent employee headcount relevant for each agreement.</p>	<p>There are no applicable CBAs.</p>
76	<p>RFP Section L.8(d)(2) 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). We note that paragraph (d)(2) includes a requirement for both a DUNS number and unique entity identifier (UEI). The SAM.gov registration process no longer uses DUNS numbers. Question: Please delete the requirement for a DUNS number.</p>	<p>RFP Amendment 0002 will remove the DUNS requirement and replace it with Unique Entity Identifier (UEI).</p>
77	<p>RFP Section L.13 Proposal Preparation Instructions – Volume III Cost-Fee Evaluation Information, paragraph (a), sub-section (6), states "Proposed cost of each of the items listed in Paragraphs (c) through (e)" Question: Please clarify that the language "...Paragraphs (c) through (e)..." refers to Paragraphs L.13(c) through L.13(e).</p>	<p>The reference in L.13(a)(6) to Paragraphs (c) through (e) refers to Paragraphs L.13(c) through L.13(e). RFP Amendment 0002 will make this correction.</p>
78	<p>RFP Section L, Attachment L-3, Key Personnel Resume Format Question: In recent DOE procurements, language has been included to allow offerors to use type sizes smaller than 12 points for sidebars or tables within resumes, as quoted below: "Note: The Offeror may amend the format for Attachment L-3, Key Personnel Standard Resume Format, as long as the exact information, font, and 12-point or larger size (per DOE-L-2001) for the majority of information is utilized (other than supplemental charts, tables, and diagrams), and page limitations are followed." We request the addition of this provision to the Att. L-3, Key Personnel Resume Template to provide the flexibility to put items like references and other information in table format.</p>	<p>DOE does not anticipate making this change.</p>
79	<p>RFP Section L, Attachment L-5. Past Performance Reference Information. Items 2 and 15. Question: Item 2 in Section L, Attachment L-5 requires the insertion of an UEI (not a DUNS) in the Past-Performance Reference Information Worksheet. Item 15 refers to a DUNS number in association with the data inserted for Item 2, which is an UEI. Can the DUNS callout in Item 15 be replaced with an UEI callout?</p>	<p>RFP Amendment 0002 will remove the DUNS requirement and replace it with UEI.</p>