Request for Proposal No	. 89243523RCR000002
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PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J LIST OF ATTACHMENTS

PART III

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

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Attachment H – Reporting Requirements	2
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SECTION J LIST OF ATTACHMENTS

ATTACHMENT A – ADVANCE UNDERSTANDING

In accordance with the Section H Clause entitled "Advance Understanding(s)," any advance understandings between DOE and the Contractor will be added as an attachment here.

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ATTACHMENT B - WORK AUTHORIZATION DIRECTIVES

The Contracting Officer will issue all Work Authorization Directives under separate cover.

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ATTACHMENT C

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING AGREEMENT

NOTE: THE OFFEROR SELECTED FOR AWARD WILL BE REQUIRED TO AWARD A COMPETITIVE SUBCONTRACT TO A FINANCIAL INSTITUTION DURING THE TRANSITION PERIOD

(Name of Contractor)
Contract Number XXXXXXXX
Department of Energy Account

	1 55
STATES Of 'DOE"), and the laws of	entered into this, day of,, between the UNITED F AMERICA, represented by the Department of Energy (hereinafter referred to as d, a corporation/legal entity existing under the State of (hereinafter referred to as the Contractor) and the, a financial institution corporation existing under the laws of
the State of	, located at
hereinafter	referred to as the "Financial Institution").
	RECITALS
(a)	On the effective date of,,, DOE and the Contractor entered into Agreement(s) No, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
(b)	DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (See Figure IX-10).
	These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties agreeable to so depositing said amounts with the Financial Institution.
(c)	The Special Bank Account shall be designated [Name of Contractor], [account title Account.

SECTION J LIST OF ATTACHMENTS

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that-

- (1) The Government shall have title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor and said title shall be superior to any lien, title, or claim of the Financial Institution with respect to such accounts.
- The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from the said Account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government, may, insofar as the rights, duties and liabilities of the Financial Institution are concerned be considered as having been properly issued and filed with the Financial Institution by DOE.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under the Agreement.
- (4) In the event of the services of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at-

U.S. Department of Energy Project Management Office Planning and Financial Management Division 900 Commerce Road East New Orleans, LA 70123

SECTION J LIST OF ATTACHMENTS

(5) DOE shall authorize funds that shall remain available to the extent obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor, upon presentation for payment, all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible. In addition, it is also agreed that the Financial Institution shall pay interest penalties on positive balances as follows:

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Solicitation No. DE-SOL-0003490 dated TBD. The Financial Institution agrees that per item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

(6) The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

(7)	This Agreem	ent, with all i	ts provisions an	d covenants,	shall be in effe	ect for a term of
		_ years, begin	ning on the	_ day of	,,	and ending on
	theda	ay of				

- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the others parties ninety (90) days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in covenant (11).
- (9) DOE or the Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner which precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event the Agreement referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

SECTION J LIST OF ATTACHMENTS

(11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. (For compensation by noninterest-bearing time deposit only.)

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Financial Institution for service rendered up to the expiration date.

- (a) If the analysis indicates that the Financial Institution has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Contractor shall-
 - 1. Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Financial Institution for prior cumulative loss of earnings, and
 - 2. Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Financial Institution for services rendered.
- (b) If the analysis indicates that the Financial Institution has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Financial Institution a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- (c) If cumulative excess compensation is not sufficient to compensate the Financial Institution for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Financial Institution for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the 90-day additional period, with the exception of the following:

- 1. Term Agreement (Covenant 7)
- 2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Financial Institution Processing Charges," and "Calculation of Time Account Balance Required." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled, "Financial Institution's Information on the Payments Cleared Arrangement" as an integral part of this Agreement.

SECTION J LIST OF ATTACHMENTS

IN WITNESS WHEREOF the parties pages, to be executed as of the		e caused this Agreement, which consists of
pages, to se enceuted as of the	By:	
Date Signed	By.	(Typed Name of Contracting Officer)
WITNESS		(Signature of Contracting Officer)
(Typed Name of Witness)		(Typed Name of Contractor)
	By:	
(Signature of Witness)		(Name of Contractor's Representative)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.		(Signature of Contractor's Representative)
		(Title)
		(Address)
		(Date Signed)
(Name of Witness)		(Name of Financial Institution)
	By:	
		(Name of Financial Institution Representative)
(Signature of Witness)		(Signature of Financial Institution Representative)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.		
print numes under an signatures.		(Title)
		(Address)
		(Date Signed)

SECTION J LIST OF ATTACHMENTS

NOTE

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

	CERTIFICATE	
I,	, certify that I am the	of
corporation named as Contra Agreement on behalf of the and that said Agreement was	Contractor, was thens duly signed for in behalf of said corporation the scope of its corporate powers.	, who signed this of said corporation;
(Corporate Seal) (Signature)	<u> </u>	
	NOTE	
	rporation, shall cause the following Certificate the same officer shall not execute both the	
	CERTIFICATE	
corporation named as Finance this Agreement on behalf of said corporation; and that sa	, certify that I am the cial Institution herein; that the Financial Institution, was then id Agreement was duly signed for in behalf ody and is within the scope of its corporate p	, who signed of of said corporation by
(Corporate Seal) (Signature)	<u> </u>	

SECTION J LIST OF ATTACHMENTS

CERTIFICATE

I,	, certify that I am the	of
corporation named as Contractor l	herein; that	, who signed this Special
Bank Account Agreement on beha	alf of the Contractor, was then	
of said corporation; and that said	Special Bank Account Agreement	was duly signed for in behalf of
said corporation by authority of it	s governing body and is within the	scope of its corporate powers.
(Corporate Seal) (Signature)		
(Corporate Sear) (Signature)		
	CERTIFICATE	
I,	, certify that I am the	of the
corporation named as Financial In	, certify that I am the nstitution herein; that	, who signed
this Agreement on behalf of the F	inancial Institution, was then	of
	Bank Account Agreement was duly	
Bank by authority of its governing	g body and is within the scope of it	ts corporate powers.
(Corporate Seal) (Signature)		

SECTION J LIST OF ATTACHMENTS

ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN

The Offeror's Small Business Subcontracting Plan will be placed here. Instructions for preparation of the plan are found in Section L.8 (k).

Annual Plans for future fiscal years will be incorporated in the contract by modification.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT E - SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS

The Wage Determinations applicable to the Management and Operating contract for the period September 1, 2024, through August 31, 2025 are:

State(s)	Wage Determination No.
Louisiana: (Jefferson Parish - Harahan)	2015-5189 Revision No. 25 (07/13/23)
Louisiana: (Iberville Parish - Bayou Choctaw)	2015-5177 Revision No. 22 (06/29/23)
Louisiana: (Cameron Parish - West Hackberry)	2015-5185 Revision No. 23 (06/29/23)
Texas: (Jefferson County - Big Hill)	2015-5217 Revision No. 23 (07/17/23)
Texas: (Brazoria County - Bryan Mound)	2015-5233 Revision No. 25 (06/11/23)
Mississippi: (Hancock County - Stennis Warehouse)	2015-5147 Revision No. 21 (07/13/23)

These Wage Determinations are available at: https://sam.gov/content/wage-determinations.

Wage Determinations are incorporated annually by bi-lateral contract modification.

Revised Wage Determinations for Contract Year 1 will be incorporated during transition.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT F - LIST OF APPLICABLE DOE/SPRPMO DIRECTIVES

Documents are available at:

DOE Directives at: https://www.directives.doe.gov.

SPRPMO Directives are available in the additional documents section of the M&O Contract Recompetition Reading Room at: https://www.spr.doe.gov/doeec/MO Recompete.htm

DOE/SPRPMO DIRECTIVES	<u>DATE</u>	<u>TITLE</u>
DOE O 130.1A	01/07/21	Budget Planning, Formulation, Execution and Departmental Performance Management
DOE O 142.3B Chg 1	03/02/2022	Unclassified Foreign National Access Program
DOE O 150.1B	12/21/2021	Continuity Programs
DOE O 151.1D Chg 1 (MinChg)	10/04/19	Comprehensive Emergency Management System
DOE O 200.1A Chg 2 (Ltd Chg)	08/11/2023	Information Technology Management
DOE O 205.1C Chg 1 (LtdChg)	02/03/2022	Department of Energy Cybersecurity Program
DOE O 206.1 Chg 1 (MinChg)	11/01/18	Department of Energy Privacy Program
DOE O 206.2 Chg 1 (LtdChg)	09/02/2022	Identity, Credential and Access Management (ICAM)
DOE O 210.2A	04/08/11	DOE Corporate Operating Experience Program
DOE O 221.1B	09/27/16	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General
DOE O 225.1B	03/04/11	Accident Investigations
DOE O 226.1B Chg 1(Admin Chg)	05/03/22	Implementation of Department of Energy Oversight Policy
DOE O 227.1A Chg 1 (AdminChg)	01/21/20	Independent Oversight Program
DOE O 231.1B Admin Chg 1	11/28/12	Environment, Safety and Health Reporting
DOE O 232.2A Chg 1 (MinChg)	10/04/19	Occurrence Reporting and Processing of Operations Information
DOE O 243.1C	02/07/2022	Records Management Program
DOE O 252.1A Admin Chg 1	03/12/13	Technical Standards Program
DOE O 350.1 Chg 7 (LtdChg)	02/19/20	Contractor Human Resource Management Programs
DOE O 413.3B Chg 7	06/21/2023	Program and Project Management for the Acquisition of Capital Assets

SECTION J LIST OF ATTACHMENTS

DOE/SPRPMO DIRECTIVES	<u>DATE</u>	<u>TITLE</u>
(LtdChg)		
DOE O 414.1D Chg 2	09/15/20	Quality Assurance
(LtdChg)		
DOE O 415.1 Chg 2	01/17/17	Information Technology Project Management
(MinChg)		
DOE O 420.1C Chg 3	10/14/19	Facility Safety
(LtdChg)		
DOE O 422.1 Chg 4	02/03/2022	Conduct of Operations
(LtdChg)		
DOE O 430.1C Chg 2	09/17/20	Real Property Asset Management
(AdminChg)		
DOE O 436.1A	04/25/2023	Departmental Sustainability
DOE O 440.2C Chg 3	03/21/2023	Aviation Management and Safety
(LtdChg)		
DOE O 442.1B	01/31/19	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1	07/29/11	Differing Professional Opinions for Technical Issues Involving
(PgChg)	10/04/16	Environmental, Safety and Health Technical Concerns
DOE O 460.1D Chg 1	06/10/2022	Hazardous Materials Packaging and Transportation Safety
(LtdChg)		
DOE O 460.2B	06/10/2022	Departmental Materials Transportation and Packaging Management
DOE O 470.3C Chg 1	09/09/20	Design Basis Threat (DBT) Order
(LtdChg)		
DOE O 470.4B Chg 3	09/23/2021	Safeguards and Security Program
(LtdChg)		
DOE O 470.5	06/02/14	Insider Threat Program
DOE O 470.6 Chg 1	01/11/17	Technical Security Program
(MinChg)		
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.6 Chg 4	08/22/2023	Information Security
(LtdChg)	0.5/1.0/0.00	7. 10
DOE O 472.2A	06/10/2022	Personnel Security
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 475.2B	10/03/14	Identifying Classified Information
DOE O 520.1B Chg 1	11/11/2022	Financial Management and Chief Financial Officer Responsibilities
(LtdChg)	11/05/15	District 14H of D
DOE O 544.1 Chg 1	11/07/17	Priorities and Allocations Program
(AdminChg)	07/02/02	
DOE 5639.8A	07/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE 5670.1A	01/15/92	Management and Control of Foreign Intelligence
DOE M 441.1-1 Chg 1	02/24/16	Nuclear Material Packaging

SECTION J LIST OF ATTACHMENTS

DOE/SPRPMO DIRECTIVES	<u>DATE</u>	<u>TITLE</u>
(Admin Chg)		
SPRPMO O 130.1C	07/16/15	Management and Operating Contractor's Annual Operating Plan Formulation and Execution
SPRPMO O 151.2D	07/17/14	Drawdown Readiness Program
SPRPMO O 200.2B	03/14/16	Information Management Council and Information Technology Planning Committee
SPRPMO O 200.3A	05/04/16	Information Technology Guidance Implementation Process
SPRPMO O 206.2	06/02/16	Multifactor Authentication
SPRPMO O 206.4B	07/18/2022	Strategic Petroleum Reserve Project Management Office Background Reviews and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 210.3	10/23/13	Strategic Petroleum Reserve Lessons Learned Program
SPRPMO O 220.1G	09/17/21	On-Site Management Appraisals
SPRPMO O 220.2E	09/12/13	SPRPMO Observation Reports
SPRPMO O 226.1D	09/30/21	SPRPMO Oversight Program
SPRPMO O 232.1A	01/22/15	Occurrence Reporting and Processing System
SPRPMO O 410	01/27/14	SPRPMO Configuration Management Program
SPRPMO O 413.2A	11/14/12	Program and Project Management for the Acquisition of Capital Assets
SPRPMO O 413.3B	08/02/21	Crude Oil Quality Program and Test Criteria
SPRPMO O 414.1D	06/08/15	Quality Assurance Program
SPRPMO O 416.1C	03/19/19	SPRPMO Petroleum Accountability Order
SPRPMO O 420.1E	11/25/19	Conduct of Operations Requirements for SPR
SPRPMO O 430.1C	02/16/16	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1A	07/25/11	SPR Design Criteria
SPRPMO O 432.1C	01/28/15	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B Chg 1	12/20/11	Maintenance Management Program
SPRPMO O 434.1D	08/06/14	Recovery Program
SPRPMO O 436.1B	11/02/2023	Site Sustainability
SPRPMO O 440.2C	02/19/20	Aviation Implementation Plan
SPRPMO O 440.4	08/16/07	Policy on Preventing Violence in the Workplace
SPRPMO O 451.1D	12/22/10	SPRPMO National Environmental Policy Act (NEPA) Implementation Plan
SPRPMO O 470.4B	10/09/19	Strategic Petroleum Reserve Project Management Office (SPRPMO) Security and Emergency Preparedness Order
SPRPMO O 471.2	01/08/14	Reporting Security Incidents (Including Cyber Security)
SPRPMO O 534.1B	08/24/15	Financial Accounting for the Strategic Petroleum Reserve Crude Oil Inventory
SPRPMO N 450.4A	06/15/20	Implementation of Environmental, Safety and Health and Fire Protection Contractor Requirements Documents

SECTION J LIST OF ATTACHMENTS

ATTACHMENT G - KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

(This Attachment will be completed at time of award.)

<u>Title</u>	<u>Name</u>
Project Manager	
Director, Operations and Maintenance	
Director, Engineering	
Director, Environment, Safety and Health	
Director, Finance/Chief Financial Officer	

SECTION J LIST OF ATTACHMENTS

ATTACHMENT H REPORTING REQUIREMENTS CHECKLIST

The Reporting Requirements Checklist and specific guidance will be provided to the successful Offeror during the transition period.

REPORTING REQUIREMENTS CHECKLIST

1.	PROGRAM/PROJECT TITLE		2.	IDENTIFICATION NUMBER
	Management and Operation (M&O)			TBD
3.	Strategic Petroleum Reserve PARTICIPANT NAME AND ADDRESS			
٥.	TBD			
4.	PLANNING AND REPORTING REQUIREMEN	ITS		
		_		
Α.	General Management	Frequency	E.	Financial Incentives Frequency
	☐ Management Plan☐ Status Report			☐ Statement of Income and Expense
	☐ Summary Report			Balance Sheet
B.	Schedule/Labor/Cost			☐ Cash Flow Statement ☐ Statement of Changes in Financial Position
	☐ Milestone Schedule/Plan			☐ Loan Drawdown Report
	Labor Plan			Operating Budget
	Facilities Capital Cost of Money Factors Computation			☐ Supplementary Information
	Computation Contract Facilities Capital and Cost of Money		F.	Technical
	Cost Plan Milestone Schedule/Status			☐ Notice of Energy RD&D Project (Required with any of the following)
	☐ Labor Management Report ☐ Cost Management Report			☐ Technical Progress Report
C.	Exception Reports			☐ Draft for Review ☐ Final for Approval
	☐ Conference Record ☐ Hot Line Report			
	- Hot Line Report			☐ Topical Report
D.	Performance Measurement			☐ Final Technical Report
	☐ Management Control System Description☐ WBS Dictionary			☐ Draft for Review
	☐ Index			Final for Approval
	☐ Element Definition			☐ Software ☐ Other (Specify) As Needed
	☐ Cost Performance Reports			Other (opecity) As Needed
	Format 1 – WBS Lev. 4			
	☐ Format 2 - Function ☐ Format 3 – Baseline			
_	FREQUENCY CODES			
5.		I – Monthly		S – Semi-Annually
		ı – Monthiy ı – Once After Award		X – With Proposal/Bid/Application or with Significant Changes
		- Quarterly		Y – Yearly or Upon Renewal of Contractual Agreement
6	SPECIAL INSTRUCTIONS (ATTACHMENTS)			
6.	SECUAL INSTRUCTIONS (ATTACHMENTS)			
	Report Distribution List/Addressees			☐ Analysis Thresholds
	Reporting Elements			☐ Work Breakdown Structure
	☐ Due Dates			☐ Other
7.	PREPARED BY (SIGNATURE AND DATE)		8.	REVIEWED BY (SIGNATURE AND DATE)
' ·	THE ARED DI (GIGNATORE AND DATE)		0.	TEVIEWED DI (GIOTATORE AND DATE)

SECTION J LIST OF ATTACHMENTS

ATTACHMENT I – PERFORMANCE GUARANTEE AGREEMENT

The selected Offeror's Performance Guarantee Agreement will be placed here in the contract. The Performance Agreement is required by Section L clause entitled "Requirement for Guarantee of Performance," Instructions for preparation of the agreement are found in Section L, Attachment L-1.

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ATTACHMENT J – PERFORMANCE EVALUATION AND MEASUREMENT PLAN

The Contracting Officer will issue the Performance Evaluation and Measurement Plan annually under separate cover.