

**B.3 OBLIGATION OF FUNDS**

The amount of funds obligated under this contract, in accordance with the Contract Clause entitled “Obligation of Funds”, is \$683,633,720.

**B.4 AVAILABILITY OF APPROPRIATED FUNDS**

The duties and obligation of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the Department of Energy may legally spend for such purposes.

**B.5 CONTRACT VALUE**

The contract value consisting of the estimated costs and negotiated fee by fiscal year (base plus option) is set forth below:

Fiscal Year	Estimated Costs	Performance Fee	Multi-Year Cost Reduction Fee	FY TOTAL
Transition Period 2/1/03 – 3/31/03	\$0	\$0	\$0	<sup>1</sup> \$0
FY 2003 (6 mos.)	\$88,436,173	\$2,742,307	\$1,000,000	*\$92,178,480
FY 2004	\$107,658,267	\$4,827,176	\$2,000,000	*\$114,485,443
FY 2005	\$97,439,730	\$4,965,611	\$2,000,000	*\$104,405,341
FY 2006	\$104,606,596	\$5,617,807	\$2,000,000	*\$112,224,403
FY 2007	\$98,791,493	\$5,256,250	\$2,000,000	*\$106,047,743
FY 2008	\$114,500,323	\$6,551,105	<sup>2</sup> \$3,125,622	\$124,177,050
FY 2009	\$106,786,965	TBD	TBD	TBD
FY 2010	\$114,872,000	TBD	TBD	TBD
FY 2011	\$117,283,000	TBD	TBD	TBD
FY 2012	\$119,745,000	TBD	TBD	TBD
FY 2013 (6 mos.)	\$61,129,500	TBD	TBD	TBD
Total Contract Value	\$1,131,249,047	\$29,960,256	\$12,125,622	\$1,173,334,925

**B.6 ALLOWABILITY OF SUBCONTRACTOR FEE**

All fees to be paid to members of a Contractor team, including affiliates, identified in the offer must be included in the available fee payable under Clause B.2. The term affiliate is defined as, associated business concerns or individuals if, directly or indirectly (1) either one controls or can control the other; or (2) a third party controls or can control both. A “Contractor Team Arrangement”, as used in the FAR, means an arrangement in which (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. For the purpose of this clause, this definition does not apply to the subcontractors whose contracts have been assumed, so long as the terms and conditions of those subcontracts are not altered as a result of interactions with the Offeror prior to award of this contract.

<sup>1</sup>The Transition Period costs of \$3,518 are included in the FY03 costs of \$88,436,173.

<sup>2</sup> \$1,000,000 cost reduction fee available for base contract; \$2,025,622 of unearned performance fee available for additional cost reductions attained during base period; and \$100,000 cost reduction fee available for option period.

\*Fiscal Year Total reflects actual costs, actual performance fee earned, and available Multi-Year Cost Reduction fee. The actual fee earned for Cost Reductions will not be determined until the end of the Base Contract Period for FYs 03 thru 1<sup>st</sup> ½ of 08 and at the end of the Option Period for 2<sup>nd</sup> half of FY08 thru 1<sup>st</sup> half of FY13.

awareness/crime prevention program; cybersecurity; audits; inspection; investigation; vulnerability and risk assessments; lighting systems and intrusion detection alarm systems; national security clearance requests and investigations; emergency and contingency planning; test/exercise programs; information classification program; and management of subcontracted security and protection force services.

## 2.7 Technical Support and Management

### 2.7.1 Engineering

Perform special studies, analyses, design, design reviews, and documentation in support of the operation, maintenance, and repair of facilities, systems, and equipment. Primary functions involve technical disciplines associated with the flow of high volume of raw water, brine, and crude oil in the solution-mining of underground storage caverns and crude oil drawdown. Engineering disciplines cover areas required for problem solving and associated analysis. Perform Title I, II and III services, as required. Additional functional responsibilities include systems engineering; vapor pressure analyses; cavern and well engineering; pipeline assurance; configuration management; and Reliability, Availability, and Maintainability (RAM) program management. The contractor shall fulfill the acquisition of treatment facilities intended to remediate increased vapor pressure of inventory.

### 2.7.2 Quality Assurance

Develop, implement, and maintain a comprehensive Quality Assurance Program, which shall include all activities necessary to ensure that risks and environmental impacts are minimized and that safety, reliability, performance, and mission are accomplished through the application of management systems commensurate with the risks posed by the facilities and their operation.

Assure development, implementation, and maintenance of Quality Control Programs and a Quality Improvement Program to continuously improve the products and services provided to internal and external customers. The Quality Assurance program shall meet the requirements of DOE Order 414.1, "Quality Assurance", and as set forth in International Standards Organization (ISO) 9001 and be capable of registration by a registrar accreditation board and shall maintain the certification for the term of the contract. Establish a Contractor Assurance System (CAS) program in accordance with DOE Order 226.1A to identify and address program and performance deficiencies, opportunities for improvement, provide the means and requirements to report deficiencies to managers, implement corrective actions, and share lessons learned.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## **H.27 Employee Compensation: Pay and Benefits**

(a) Contractor Employee Compensation Plan

The Contractor shall submit by (approved milestone date), a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services (Total Compensation System)". DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.

- (2) A list of 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.
  - (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
  - (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.
- (e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are the employees who are regular employees of the incumbent contractor.
  - (A) Pay. The Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by (DynMcDermott) for at least the first year of the term of the Contract.
  - (B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by [DynMcDermott]. Comparability of the total benefit package shall be determined by the CO in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry over the

length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of Modification 088. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.
- (3) Cash Compensation
  - (A) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
    - (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.
    - (ii) Any proposed major compensation program design changes prior to implementation.
    - (iii) An Annual Compensation Increase Plan (CIP).
    - (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.
    - (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
  - (B) The Contracting Officer's approval of individual compensation actions will be required only for the chief executive officer, laboratory director, and all other named key personnel, as identified by the Contracting Officer.
  - (C) Severance Pay is not payable to an employee under this Contract if the employee:
    - (i) Voluntarily separates, resigns or retires from employment,
    - (ii) Is offered employment with a successor/replacement contractor,
    - (iii) Is offered employment with a parent or affiliated company,  
or

- (iv) Is discharged for cause.
- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (f) Pension and Other Benefit Programs
  - (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
  - (2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Employee Benefits Value Study and an Employee Benefits Cost Survey Comparison as described below.
  - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d) (4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
    - (A) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,
    - (B) An Employee Benefits Cost Study Comparison, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost

reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.

- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
  - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
  - (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
  - (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
  - (8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
  - (9) Cost reimbursement for PRBs is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the IRC and ERISA.
  - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.

- (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.
  - (A) Copies of IRS forms 5500 with schedules; and
  - (B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
  - (A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
  - (B) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
  - (C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(End of text)

**DOE-H-1003 - Labor Relation**

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.
- (d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

(End of clause)

**DOE-H-1004 - No Third Party Beneficiaries**

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

(End of clause)

**DOE-H-1007 - Post-Contract Responsibilities for Pension and Other Benefit Plans**

- (a) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at (DOE/SPRPMO) (collectively, the 'Plans'), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be 'Contract Completion' for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
  - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

(End of clause)

**DOE-H-1041 - Addition and Alterations to Implement Executive Order 13423,  
Strengthening Federal Environmental, Energy, and Transportation Management and its  
Implementing Instructions**

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/eo/eo13423\\_main.asp](http://ofee.gov/eo/eo13423_main.asp). This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at <http://www.epeat.net>. (End of Clause)

**H.28 ACQUIRING INFORMATION TECHNOLOGY**

In acquiring information technology, contractors shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov>.

**SECTION I  
CONTRACT CLAUSES**

**Application of FAR and DEAR Clauses is incorporated by reference as explained in FAR 52.252-2. Subsequent changes to FAR and DEAR are not applicable to this contract unless incorporated by Contract Modification. Additional information required by certain clauses is provided below.**

<u>Clause No.</u>	<u>FAR/DEAR Reference</u>	<u>Title</u>	<u>Fill-In Information (See FAR 52.104(d))</u>
I.1	FAR 52.202-1 DEAR 952.202-1	DEFINITIONS (JUL 2004) (AS MODIFIED BY DEAR DEFINITIONS (APR 2002)	None
I.2	FAR 52.203-3	GRATUITIES (APR 1984)	None
I.3	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	None
I.4	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)	None
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JULY 1995)	None
I.6	FAR 52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	None
I.7	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	None
I.8	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)	None
I.9	FAR 52.204-1	APPROVAL OF CONTRACT (DEC 1989)	DOE Procurement Executive or Designee
I.10	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	None
I.11	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)	None
I.12	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	None
I.13	FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)	None
I.14	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	None
I.15	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)	None
I.16	FAR 52.219-16	LIQUIDATED DAMAGES- SUBCONTRACTING PLAN (JAN 1999)	None

I.17	FAR 52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING (APR 2008)	None
I.18	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	None
I.19	FAR 52.222-2	PAYMENT OF OVERTIME PREMIUM (JULY 1990)	OT Premium: \$375,000
I.20	FAR 52.222-3	CONVICT LABOR (JUNE 2003)	None
I.21	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JULY 2005)	None
I.22	FAR 52.222-6	DAVIS-BACON ACT (JULY 2005)	None
I.23	FAR 52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	None
I.24	FAR 52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)	None
I.25	FAR 52.222-9	APPRENTICES AND TRAINEES (JULY 2005)	None
I.26	FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	None
I.27	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)	None
I.28	FAR 52.222-12	CONTRACT TERMINATION-DEBARMENT (FEB 1988)	None
I.29	FAR 52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)	None
I.30	FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	None
I.31	FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)	None
I.32	FAR 52.222-16	APPROVAL OF WAGE RATES (FEB 1988)	None
I.33	FAR 52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)	None
I.34	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	None
I.35	FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)	None
I.36	FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)	None
I.37	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)	None

I.38	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)	None
I.39	FAR 52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)	None
I.40	FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)	None
I.41	FAR 52.225-9	BUY AMERICAN ACT – CONSTRUCTION MATERIALS (JAN 2005)	Paragraph (b) (2): None
I.42	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)	As Required
I.43	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ((AUG 2003)	None
I.44	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	None
I.45	FAR 52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	None
I.46	FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)	None
I.47	FAR 52.223-12	REFRIGERATOR EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	None
I.48	FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	None
I.49	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	None
I.50	FAR 52.224-2	PRIVACY ACT (APR 1984)	None
I.51	FAR 52.225-1	BUY AMERICAN ACT - SUPPLIES (JUN 2003)	None
I.52	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	None
I.53	FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)	None
I.54	FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	(All of Volumes II and III), (August 9, 2002)
I.55	FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)	None
I.56	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)	None
I.57	FAR 52.232-17	INTEREST (JUN 1996)	None
I.58	FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)	None
I.59	FAR 52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)	None

I.60	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)	None
I.61	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	None
I.62	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	None
I.63	FAR 52.242-13	BANKRUPTCY (JUL 1995)	None
I.64	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	None
I.65	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)	None
I.66	FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)	None
I.67	FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.- FLAG COMMERCIAL VESSELS (FEB 2006)	None
I.68	FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004) (MODIFIED)	<a href="#">Clause Attached (full text)</a>
I.69	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	None
I.70	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (MODIFIED) (APR 1984)	<a href="#">Clause Attached (full text)</a>
I.71	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	Correct last citation to read "41 CFR 101-38."
I.72	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	<a href="#">Clause Attached (full text)</a>
I.73	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	<a href="#">Clause Attached (Full Text)</a>
I.74	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	None
I.75	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	None
I.76	DEAR 952.204-2	SECURITY (MAY 2002)	None
I.77	DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATON (SEP 1997)	None
I.78	DEAR 952.247-70	FOREIGN TRAVEL (DEC 2000)	None
I.79	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	None
I.80	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) ALERNATE I	Paragraph (b)(1)(i) three (3) years. The words "advisory and assistance services" used throughout this clause shall be changed to "management and professional support services"
I.81	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	Section J – Appendix G
I.82	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984)	None
I.83	DEAR 952.224-70	PAPERWORK REDUCTION ACT (APR 1984)	None
I.84	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)	None

I.85	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)	None
I.86	DEAR 970.5203-1	MANAGEMENT CONTROLS (JUNE 2007)	None
I.87	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)	None
I.88	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION) [USE DEAR 970.5204-12 CONTRACTOR'S ORGANIZATION (APR 1984)]	<a href="#">Clause Attached (Full Text)</a>
I.89	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2000)	None
I.90	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE/SPRPMO DIRECTIVES (DEC 2000)	None
I.91	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (JULY 2005)	Contractor-owned records: (b): Paragraphs (1) through (4) (Paragraph (5) is not applicable to this solicitation/contract)
I.92	DEAR 970.5208-1	PRINTING (DEC 2000)	None
I.93	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000), ALTERNATE I (DEC 2000) AND ALTERNATE III (DEC 2000)	Alternate III, paragraph (f): 10 calendar days
I.94	RESERVED		
I.95	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004), ALTERNATE II (JAN 2004)	<a href="#">Clause Attached (Full Text)</a>
I.96	RESERVED		
I.97	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS-MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	None
I.98	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	None
I.99	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	None
I.100	DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)	None
I.101	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	None
I.102	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	None
I.103	DEAR 970.5227-1	RIGHTS IN DATA—FACILITIES (DEC 2000)	None
I.104	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	None
I.105	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	None
I.106	DEAR 970.5227-6	PATENT INDEMNITY SUBCONTRACTORS (DEC 2000)	None
I.107	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	None

I.108	DEAR 970.5227-11	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, FOR PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)	None
I.109	DEAR 970.5228-1	INSURANCE-LITIGATION AND CLAIMS (MAR 2002)	None
I.110	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	None
I.111	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) ALTERNATE I (DEC 2000)	Insert in paragraph (a) "April 1, 2003" "Strategic Petroleum Reserve" "DE-AC96-93PO18000"
I.112	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	None
I.113	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000)	Insert in Paragraph (c) "Appendix C"
I.114	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (JUNE 2007)	None
I.115	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	Insert in Paragraph (a) "Set forth in Section B." Insert in Paragraph (c) "90", "90".
I.116	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	None
I.117	DEAR 970.5232-6	WORK FOR OTHERS FUNDING AUTHORIZATIONS (DEC 2000)	None
I.118	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	None
I.119	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	None
I.120	DEAR 970.5236-1	GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000)	None
I.121	RESERVED		
I.122	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)	None
I.123	DEAR 970.5243-1	CHANGES (DEC 2000)	None
I.124	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (MAY 2006)	None
I.125	DEAR 970.5245-1	PROPERTY (DEC 2000)	None
I.126	DEAR 970.5223-5	DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)	None
I.127	FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES FOR FEES (DEC 2004)	None
I.128	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	None

I.129	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)	None
I.130	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)	None
I.131	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)	None
I.132	FAR 52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	None
I.133	FAR 52.204-10	REPORTING SYBCONTRACT AWARDS (SEPT 2007)	None
I.134	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)	None
I.135	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)	None
I.136	FAR 52.203-14	DISPLAY OF HOTLINE POSTERS (DEC 2007)	Insert in Paragraph (b) (3) Posters – <i>DOE Hotline Poster</i> . Obtain from <a href="http://ig.energy.gov/hotline.htm">http://ig.energy.gov/hotline.htm</a>
I.137	FAR 52.223-16	IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)	None
DOE-I-1003		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO FAR 52.223-5	<a href="#">Clause Attached (Full Text)</a>
DOE-I-1004		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO FAR 52.223-10	<a href="#">Clause Attached (Full Text)</a>
DOE-I-1005		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO DEAR 970.5223-2	<a href="#">Clause Attached (Full Text)</a>
DOE-I-1006		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO DEAR 970.5223-5	<a href="#">Clause Attached (Full Text)</a>

(iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.

(2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

(f) Minimum requirements for cost performance. (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

**DOE-I-1003 Modification by DOE Acquisition Letter 2008-05 to FAR 52.223-5 Pollution Prevention and Right-to-Know Information**

Change "section 503 of Executive Order 13148" to "Implementing Instruction VIII of Executive Order 13423" in paragraph (a); change "section 502 and 503 of Executive Order 13148" to "Implementing Instruction VIII of Executive Order 13423" in paragraph (c)(6); and change "Section 401 of Executive Order 13146" to "Section 3(b) of Executive Order 13423" in the additional sentence required by Alternates I or II. (End of Clause)

**DOE-I-1004 Modification by DOE AL 2008-05 to FAR 52.223-10 Waste Reduction Program**

Change "section 503 of Executive Order 13148" to "Implementing Instruction VIII of Executive Order 13423" in paragraph (a); change "section 502 and 503 of Executive Order 13148" to "Implementing Instruction VIII of Executive Order 13423" in paragraph (c)(6); and change "Section 401 of Executive Order 13146" to "Section 3(b) of Executive Order 13423" in the additional sentence required by Alternates I or II. (End of Clause)

**DOE-I-1005 Modification by DOE AL 2008-05 to DEAR 970.5223-2 Affirmative Procurement Program**

Change "Executive Order 13101" to "Executive Order 13423" in paragraph (a). (End of Clause)

**DOE-I-1006    Modification by DOE AL 2008-05 to DEAR 970.5223-5 DOE Motor Vehicle Fleet Fuel Efficiency**

Change "Executive Order 13149, Greening the Government through Federal Fleet and Transportation Efficiency" to "Executive Order 13423" where it first appears; change "Executive Order 13149 (April 2001)" to "Executive Order 13423" at its second appearance; and change "Section 506 of Executive Order 13149" to "Section 8 of Executive Order 13423" at its final appearance. (End of Clause)

<u>DOE/SPRPMO DIRECTIVES</u>	<u>Date</u>	<u>Title</u>
DOE O 110.3A	01/25/07	Conference Management
DOE O 130.1	09/29/95	Budget Formulation Process
DOE O 142.1	01/13/04	Classified Visits Involving Foreign Nationals
DOE O 142.3 Change 1	06/18/04 02/28/08	Unclassified Foreign Visits and Assignments
DOE O 150.1	05/08/08	Continuity Program
DOE O 151.1C	11/02/05	Comprehensive Emergency Management System
DOE O 200.1	09/30/96	Information Management Program
DOE O 205.1A	12/04/06	Cyber Security Management
DOE O 210.2	06/12/06	DOE Corporate Operating Experience Program
DOE O 221.1A	04/19/08	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 224.3	01/24/05	Audit Resolution and Follow-Up Program
DOE O 225.1A	11/26/97	Accident Investigations
DOE O 226.1A	07/31/07	Implementation of DOE Oversight Policy
DOE O 231.1A Admin Change	08/19/03 06/03/04	Environment, Safety and Health Reporting
DOE O 241.1A	04/09/01	Scientific and Technical Information Management
DOE O 243.1	02/03/06	Records Management Program
DOE O 243.2	02/02/06	Vital Records
DOE O 251.1A	01/30/98	Directives System
DOE O 252.1	11/19/99	Technical Standards
DOE O 350.1 Change 001	09/30/96 05/08/98	Contractor Human Resource Management Programs
DOE O 412.1	04/20/99	Work Authorization System
DOE O 413.1A	04/18/02	Management Control Program
DOE O 413.3A	07/28/06	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	06/17/05	Quality Assurance
DOE O 420.1B	12/22/05	Facility Safety
DOE O 430.1B	09/24/03	Real Property Asset Management
DOE O 430.2B	02/27/08	Departmental Energy, Renewable Energy and Transportation Management
DOE O 440.1A	03/27/98	Worker Protection Management for DOE Federal and Contractor Employees

DOE O 440.2B Change 1	11/27/02 11/19/06	Aviation Management Safety
DOE O 442.1A	06/06/01	Employee Concerns Program
DOE O 450.1A	06/04/08	Environmental Protection Program
DOE O 460.1B	04/04/03	Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
DOE O 470.2B	10/31/02	Safeguards and Security Inspection and Assessment Program
DOE O 470.3A	11/29/05	Design Basis Threat Policy
DOE O 470.4	08/26/05	Safeguards and Security Program
DOE O 471.1A	06/30/00	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	04/09/03	Protecting Official Use Only Information
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 475.2	08/28/07	Identifying Classified Information
DOE O 534.1B	01/06/03	Accounting
DOE O 544.1	10/12/04	Priorities and Allocations Program
DOE O 551.1C	06/24/08	Official Foreign Travel
DOE O 580.1 Change 1	12/07/05 05/08/08	Department of Energy Personal Property Management Program
DOE 1340.1B	01/07/93	Management of Public Communications Publications and Scientific Technical and Engineering Publications
DOE 1450.4	11/12/92	Consensual Listening-In to or Recording Telephone/Radio Conversations
DOE O 2340.1C	06/08/92	Coordination of General Accounting Office Activities
DOE 5480.19 Change Change 2	07/09/90 05/18/92 10/23/01	Conduct of Operations Requirements for DOE Facilities
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 205.1-3	04/17/06	Telecommunications Security Manual
DOE M 205.1-4	03/08/07	National Security System Manual

DOE M 231.1-1A Change 1 Change 2	03/19/04 09/09/04 06/12/07	Environmental Safety and Health Reporting Manual
DOE M 231.1-2	08/19/03	Occurrence Reporting and Processing of Operations Information
DOE M 251.1-1A	01/30/98	Directives System Manual
DOE M 440.1-1A	01/09/06	DOE Explosives Manual
DOE M 441.1-1	03/07/08	Nuclear Material Packaging Manual
DOE M 450.4-1	11/01/06	Integrated Safety Management System Manual
DOE M 470.4-1 Change 1	08/26/05 03/07/06	Safeguards and Security Program Planning and Management
DOE M 470.4-2 Change 1	08/26/05 03/07/06	Physical Protection
DOE M 470.4-3 Change 1	08/26/05 03/07/06	Protective Force
DOE M 470.4-4 Change 1	08/25/05 06/29/07	Information Security
DOE M 470.4-5	08/26/05	Personnel Security
DOE M 470.4-6	08/26/05	Nuclear Material Control and Accountability
DOE M 470.4-7	08/26/05	Safeguards and Security Program References
DOE M 471.3-1	04/09/03	Manual for Identifying and Protecting Official Use Only Information
DOE M 475.1-1B	08/28/07	Manual for Identifying Classified Information
DOE N 203.1	10/02/00	Software Quality Assurance
DOE N 205.2	11/01/99	Foreign National Access to Cyber Systems
DOE N 205.3	11/23/99	Password Generation, Protection, and Use
DOE N 205.8	02/11/04	Cyber Security Requirements for Wireless Devices and Information Systems
DOE N 205.9	02/19/04	Certification and Accreditation Process for Information Systems Including National Security Systems
DOE N 205.10	02/19/04	Cyber Security Requirement for Risk Management
DOE N 205.11	02/19/04	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems
DOE N 206.4	06/29/07	Personal Identity Verification
DOE N 206.5	10/09/07	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information

DOE P 411.1	01/28/97	Safety Management Functions, Responsibilities, and Authorities Policy
DOE P 441.1	04/26/96	DOE Radiological Health and Safety Policy
DOE P 450.2A	05/15/06	Identifying, Implementing, and Complying with ES&H Requirements
DOE P 450.3	01/25/96	Authorizing Use of the Necessary and Sufficient Process for Standards based ES&H
DOE P 450.4	10/15/96	Safety Management System Policy
DOE P 450.7	08/02/04	DOE ES&H Goals
SPRPMO O 130.1B Change 1	03/14/05	Management and Operating Contractor's Annual Operating Plan Formulation and Execution
SPRPMO O 151.2B	06/06/06	Drawdown Readiness Program
SPRPMO O 200.1	12/11/00	Intranet/Internet Web Page Publishing Process
SPRPMO O 200.2	02/02/02	Information Management Council and Information Systems Planning Committee
SPRPMO O 200.3	07/12/07	Information Technology Guidance Implementation Process
SPRPMO O 206.1 Change 1	11/01/06 02/01/07	Personal Identity Verification
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 220.1C	10/04/06	On-Site Management Appraisals
SPRPMO O 220.2C	02/23/05	Observation Reports
SPRPMO O 231.1A	03/22/07	Occurrence Reporting and Processing System
SPRPMO O 414.1B	11/07/05	Quality Assurance
SPRPMO O 420.1B	05/18/06	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1B	12/14/07	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1	02/11/08	SPR Design Criteria
SPRPMO O 432.1A	03/22/04	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B	09/27/07	Maintenance Management Program
SPRPMO O 434.1C	03/12/08	Recovery Program
SPRPMO O 440.2B	02/27/08	Aviation Implementation Plan
SPRPMO O 440.4	08/16/07	Policy on Preventing Violence in the Workplace
SPRPMO O 451.1C	01/26/07	SPRPMO National Environmental Policy Act (NEPA) Implementation Plan
SPRPMO O 471.4	06/30/04	Reporting Incidents of Security Concern
SPRPMO O 534.1 Change 1	03/15/02 05/14/03	Financial Accounting for the SPR Crude Oil Inventory
SPRPMO M 243.1-1C	04/10/06	Records Disposition Manual
SPRPMO M 410.1-1A Change 1	11/10/03 08/30/06	Configuration Management Program Manual

SPRPMO M 413.1-1	04/11/07	Crude Oil Quality Program and Test Criteria Manual
SPRPMO M 414.1-1A	09/30/03	Quality Assurance Manual
SPRPMO M 434.1-1B Change 1	07/15/02 03/25/03	Petroleum Accountability Manual
SPRPMO M 442.1-1A Change 1	06/04/02 08/25/04	Employee Concerns Manual
SPRPMO M 450.1-1A	09/08/06	Environment Safety and Health Manual
SPRPMO M 470.4-1	07/13/07	SPRPMO Security Manual
SPRPMO N 200.3A	09/27/07	Protection of Personally Identifiable Information
SPRPMO N 410.1	09/05/03	Configuration Management for Information, Data and Telecommunication Systems
SPRPMO N 450.1C Change 1	11/20/08	SPR Environment Safety and Health Performance Goals, FY 2008
SPRPMO N 523.1A	03/15/04	Management and Operating Contractor Cost Reduction Proposal Implementation Process
SPRPMO P 451.1A	07/15/05	Environmental Policy Statement

## APPENDIX J – SMALL DISADVANTAGED BUSINESS PARTICIPATION TARGETS

Contract Period April 1, 2003 through March 31, 2013

(A) DynMcDermott Petroleum Operation Company (includes single entity, joint venture partners, teaming partners)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
<b>(A) DynMcDermott Petroleum Operations Company (includes single entity, joint venture partners, teaming partners)</b>			
541990	Other Professional & Technical Services	\$974,803	0.08%
541340	Drafting Services	\$12,013,813	0.99%
541511	Computing Software Support Services	\$1,712,493	0.14%
541330	Engineering Services	\$1,865,302	0.15%
541620	Environmental Services	\$1,053,862	0.09%
541680	Security Consulting Services	\$1,317,302	0.11%
541512	Computer System Design Services	\$2,677,302	0.22%
541611	Administrative Management Services	\$911,436	0.08%
	<b>Subtotal</b>	<b>\$22,526,313</b>	<b>1.86%</b>

(B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
561720	Janitorial Services	\$1,658,651	0.14%
423840	Industrial Supplies	\$7,586,510	0.63%
423430	Computer Peripherals	\$2,987,493	0.25%
234990	Heavy Construction	\$4,140,415	0.34%
541513	Computer System Facility Mgmt. & Operation Services	\$7,376,892	0.61%
541330	Engineering Services	\$2,107,683	0.17%
541380	Calibration Services	\$979,614	0.08%
423710	Hardware Merchant	\$500,000	0.04%
	<b>Subtotal</b>	<b>\$27,337,258</b>	<b>2.25%</b>

(C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
541990	Other Professional and Technical Services	\$974,803	0.08%
541340	Drafting Services	\$12,013,813	0.99%
541511	Computing Software Support Services	\$1,712,493	0.14%
541330	Engineering Services	\$1,865,302	0.15%
541620	Environmental Services	\$1,053,862	0.09%
541680	Security Consulting Services	\$1,317,302	0.11%
541512	Computer System Design Services	\$2,677,302	0.22%
541611	Administrative Management Services	\$911,436	0.08%
561720	Janitorial Services	\$1,658,651	0.14%
421840	Industrial Supplies	\$7,586,510	0.63%
234990	Heavy Construction	\$4,140,415	0.34%
421430	Computer Peripherals	\$2,987,493	0.25%
541513	Computer System Facility Mgmt. & Operation Services	\$7,376,892	0.61%
541330	Engineering Services	\$2,107,683	0.17%
541380	Calibration Services	\$979,614	0.08%
423710	Hardware Merchant	\$500,000	0.04%
	<b>Contract Term Totals</b>	<b>\$49,863,571</b>	<b>4.11%</b>

\*SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:

\*\* All percentages shown as a percent of the total target cost + target fee