

B.3 OBLIGATION OF FUNDS

The amount of funds obligated under this contract, in accordance with the Contract Clause entitled “Obligation of Funds,” is \$1,075,624,528.88.

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	¹ \$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	\$96,573,841	\$6,551,105	\$3,025,622 ² \$100,000	*\$106,150,568
FY 2009	\$122,775,515	\$7,143,291	² \$200,000	**\$130,118,806
FY 2010	\$109,904,628	\$7,082,035	² \$200,000	**\$117,186,663
FY 2011	\$144,232,456	³ \$8,086,000	² \$200,000	\$152,518,456
FY 2012	\$122,878,442	\$7,972,760	\$200,000	\$131,051,202
FY 2013 (6 mos.)	\$61,129,500	TBD	TBD	TBD
Total Contract Value	\$1,154,426,641	\$60,244,342	\$12,925,622	\$1,227,596,605

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.

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

² The actual fee earned for multi-year cost reductions for the option period (2nd half of FY08 thru 1st half of FY13) will not be determined until the end of the option period.

³\$200,000 of FY10 performance fee was reallocated to FY11. The critical measure could not be achieved during FY10.

*Fiscal Year Total reflects actual costs, actual performance fee and multi-year cost reduction fee earned for the base contract period.

**Fiscal Year Total reflects actual costs, actual performance fee earned and available multi-year cost reduction fee. (See Note 2 above regarding fee determination for multi-year cost reduction fee.)

**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 (SEP 2006)	None
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)	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 (OCT 2010)	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 (MAY 2011)	None
I.11	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)	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 (JAN 2011)	None
I.15	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)	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 (DEC 2010)	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 established annually by modification
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 (JUNE 2010)	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 (OCT 2010)	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 (SEP 2010)	None
I.37	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	None

I.38	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)	None
I.39	FAR 52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)	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 (SEP 2010)	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 (MAY 2011)	None
I.44	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	None
I.45	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	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	RESERVED		
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 (FEB 2009)	None
I.52	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	None
I.53	FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)	None
I.54	FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)	(All of Volumes II and III), (August 9, 2002)
I.55	FAR 52.230-2	COST ACCOUNTING STANDARDS (OCT 2010)	None
I.56	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)	None
I.57	FAR 52.232-17	INTEREST (OCT 2010)	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 (DEC 2010)	None
I.66	FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 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)	Clause Attached (full text)
I.69	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	None
I.70	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (AUG 2010)	None
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)	Clause Attached (full text)
I.73	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	Clause Attached (Full Text)
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 (MAR 2011)	None
I.77	DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATON (SEP 1997)	None
I.78	DEAR 952.247-70	FOREIGN TRAVEL (JUNE 2010)	None
I.79	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	None
I.80	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) 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 (MAR 2011)	None
I.83	RESERVED		
I.84	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)	None
I.85	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	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)]	Clause Attached (Full Text)
I.89	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)	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 (AUG 2009), ALTERNATE II (AUG 2009)	Clause Attached (Full Text)
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	RESERVED		
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 (AUG 2009)	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 (DEC 2010)	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 (AUG 2009)	None
I.123	DEAR 970.5243-1	CHANGES (DEC 2000)	None
I.124	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (AUG 2009)	None
I.125	DEAR 970.5245-1	PROPERTY (DEC 2000)	None
I.126	RESERVED		
I.127	RESERVED		
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 (JAN 2011)	None
I.130	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)	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 (APR 2010)	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 http://ig.energy.gov/hotline.htm
I.137	FAR 52.223-16	IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)	None
DOE-I-1002		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO FAR 52.223-5	Clause Attached (Full Text)
DOE-I-1003		MODIFICATION BY DOE ACQUISITION LETTER 2008-05 TO FAR 52.223-10	Clause Attached (Full Text)
DOE-I-1004	RESERVED		
DOE-I-1005	RESERVED		
I.138	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	None
I.139	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	None
I.140	DEAR 970.5223-6	EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL, ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)	None
I.141	DEAR 970.5223-7	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)	None
I.142	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	None

Clause I.68 FAR 52.249-6 - TERMINATION (COST REIMBURSEMENT) (MAY 2004) (MODIFIED)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if-
- (1) The Contracting Officer determines that a termination is in the Government's interest; or
 - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
 - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government-
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
 - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments

to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
 - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
 - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph (h)(1) of this clause.
 - (3) The reasonable costs of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

- (4) A portion of the fee payable under the contract, determined as follows:
- (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
 - (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.
- (5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation as supplemented in subpart 970.31 of the Department of Energy Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
 - (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor-
 - (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or
 - (2) The amount finally determined on an appeal.
 - (k) In arriving at the amount due the Contractor under this clause, there shall be deducted-
 - (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
 - (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
 - (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
 - (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

Clause I.72 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> (Federal Acquisition Regulations)

[Acquisition Regulation](#) (Department of Energy Acquisition Regulations)

Clause I.73 FAR 52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Regulation (48 CFR Part 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Clause I.88 DEAR 970.5203-3- CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION)
[Use DEAR 970.5204-12 CONTRACTOR'S ORGANIZATION (APR 1984)]

- (a) Organization chart. As promptly as possible after the execution of this Contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and shall furnish from time to time supplementary information reflecting changes therein.
- (b) Supervisory representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at the site at all times. This also applies to off-site work.
- (c) Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be contrary to the public interest, the Government reserves the right to require the Contractor to remove the employee.

Clause I.95 DEAR 970.5215-3 - CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES — FACILITY MANAGEMENT CONTRACTS (AUG 2009) ALTERNATE II (AUG 2009)

- (a) General. (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon –
 - (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

(4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the Contracting Officer.

(b) Reduction Amount. (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the Contracting Officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the Contracting Officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that

demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

- (4)(i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
- (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the Contracting Officer or Fee Determination Official as otherwise payable based on the Contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other clause of the contract.)
- (v) At the end of the contract –

(A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or

(B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of

the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures

to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
- (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
- (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 231.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
- (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
- (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
- (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
- (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(e) Minimum requirements for specified level of performance. (1) At a minimum the Contractor must perform the following:

- (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
- (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(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.

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(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-1002 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-1003 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)

APPENDIX D - SMALL BUSINESS SUBCONTRACTING PLAN

Contractor: DM Petroleum Operations Company

Address: 850 South Clearview Parkway
New Orleans, Louisiana 70123

Contract Number: DE-AC96-03PO92207

Item/Service: Management and Operations of the U.S. Department of Energy Strategic Petroleum Reserve

Period of Contract Performance: Ten Years commencing on April 1, 2003 through March 31, 2013 inclusive of option

This document is hereby submitted as a Master "Small Business Subcontracting Plan" as defined at Federal Acquisition Regulation (FAR) 19.701. This Small Business Subcontracting Plan, which documents DM Petroleum Operations Company's (DM) commitment to implementing a proactive and aggressive Diversity Subcontracting Program, has been prepared pursuant to the requirements of FAR 52.219-9 and Contract No. DE-AC96-03PO92207.

This subcontracting plan shall be effective for the term of the contract, including options, except that goals shall be negotiated annually, or at such other frequency as determined by the Contracting Officer when revised funding levels are determined.

Diversity Subcontracting Goals, approved in writing by the Contracting Officer, shall be determined a material part of this plan and the contract. These goals are provided herein as Attachment A.

All revisions to this plan shall be in writing, approved by the Contracting Officer, and specifically made a material part of the contract.

I. DIVERSITY SUBCONTRACTING GOALS

The Diversity Subcontracting Goals for the Strategic Petroleum Reserve (SPR) Management and Operating Contract included in this plan are to be established annually for each fiscal year (FY), for the award of DM purchase orders (PO's) and subcontracts to Small Business concerns (SB's), Small Disadvantaged Business concerns (SDB's), Woman-Owned Small Business concerns (WOSB's), Veteran-Owned Small Business concerns (VOSB's), Service-Disabled Veteran-Owned Small Business (SD-VOSB's) and HUBZone Small Business Concerns (HSB's) as defined in contract clause I.14 (FAR 52.219-8, Utilization of Small Business Concerns (Jan. 2011)). These goals will be

submitted for the Department of Energy (DOE) Contracting Officer's approval by September 1st of each year during the term of this contract, or by such later dates as the Contracting Officer may approve in writing.

DM agrees to use its best efforts to afford SB, SDB, WOSB, VOSB, SDVOSB, HSB, and 8(a) concerns the maximum practicable opportunity to participate in PO's and subcontracts awarded under the contract consistent with efficient performance of the contract and at fair and reasonable pricing.

The Diversity Subcontracting Goals submitted in accordance with this plan are based on known contract requirements and other information provided by the DOE, the availability of qualified sources, and estimated costs as established in Section B of the contract, with due consideration given to efficient performance of the contract. Thus the dollar values of planned subcontracting are estimated values necessary for the establishment of percentage goals. The total dollars subcontracted to parent companies are not included in the determination of these goals and shall not be utilized in measuring the attainment of same. In addition, indirect costs have not been included in the dollar and percentage Diversity Subcontracting Goals provided with this plan.

The estimated total value of the contract, and the estimated total dollars available for subcontracting, shall be determined annually. Based on this information, DM will establish Diversity Subcontracting Goals for each respective FY during the term of the contract. In particular, the following Diversity Subcontracting Goals shall be established:

- A) A SB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, as applicable to the contract period so designated.
- B) A SDB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, and included as a subset of the goal for SB concerns described above, as applicable to the contract period so designated.
- C) A WOSB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, and included as a subset of the goal for SB concerns described above, as applicable to the contract period so designated.
- D) A VOSB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, and included as a subset of the goal for SB concerns described above, as applicable to the contract period so designated.
- E) A SD-VOSB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, and included as a subset of the goal for SB concerns described above, as applicable to the contract period so designated.

F) A HSB subcontracting goal, expressed in terms of a percentage and dollar value of total planned dollars available for subcontracting, and included as a subset of the goal for SB concerns described above, as applicable to the contract period so designated.

The percentage goals established in this plan for the anticipated use of SB, SDB, VOSB, SD-VOSB, WOSB, and HUBZone firms were developed from a review of diversity subcontracting performance at the SPR and the opportunities identified in Section II (below). The statement of work was also reviewed against historical data to establish a historical subcontracting utilization profile.

II. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

The following is a description of the principal types of supplies and services that will be acquired under this contract and an identification of the type(s) of businesses from which DM intends to acquire these supplies and services.

Product/Service Description	Planned Subcontractor (If known)	Business Type
Construction Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
ADP Equipment, Supplies and Services	GEM and others	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
As-Built Drafting Services	GEM	SB, WOSB, SDB
Telecommunications Operations	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Medical Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Delivery/Transportation Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Engineering Services	GEM, others	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Environmental Services	GEM, others	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Safeguard & Security Services	GEM, others	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Information Technology Services and Database Design	GEM, others	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Work Over Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Pipe and Rigging Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Calibration Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB

Product/Service Description	Planned Subcontractor (If known)	Business Type
Vapor Pressure/Process Engineering Support	Allen Resources, others	SB
Crude Oil Pricing, Market, Trading Transportation and Sales Support	Hood Resources	SB
Oilfield Supplies	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Industrial Supplies and Equipment	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Electrical Supplies and Equipment	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Pumps, Motors, Valves, & Actuators	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Replacement and provisioned spares	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Analytical Equipment, Supplies and Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Equipment Repair Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Equipment Maintenance	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Roads Maintenance	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Grounds Maintenance	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Subsidence Monitoring	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Janitorial Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Tank Maintenance and Repairs	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Corrosion Control Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Sonar and Wire Line Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Office Equipment and Supplies	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Consulting Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Travel Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Temporary Employment Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Surveying Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB
Painting Services	Multiple	SB, WOSB, SDB, HZB, VOSB, SD-VOSB

III. MENTOR-PROTÉGÉ PROGRAM

In support of the initiatives enumerated in this plan, DM will implement an aggressive Mentor-Protégé Program to promote economic and technological growth while establishing long-term business relationships with qualified SDB firms. This program will provide nonfinancial assistance to SDB firms to enhance their business and technical capabilities, thereby allowing increased participation as subcontractors on the SPR in areas of increasing technical complexity and difficulty. DM intends to have a minimum of three (3) Mentor-Protégé Agreements in place with qualified firms capable of providing value added services to the SPR consistent with mission requirements.

IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM

In furtherance of the requirements of contract clause I.17 (FAR 52.219-24 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting), DM will implement an aggressive program to maximize SDB participation in qualified NAICS codes and in areas of increasing technical complexity and difficulty. This program, and the establishment of targets in support of the Small Disadvantaged Business Participation Program, will enhance DM's Diversity Subcontracting initiatives and the attainment of established Diversity Subcontracting Goals.

V. SET-ASIDE PROGRAMS

SB, HSB, SD-VOSB and/or 8(a) Set-Asides will be implemented in accordance with the terms and conditions of the prime contract dealing with the utilization of subcontractors for work that presents subcontracting opportunities. These set-asides will be considered when it is determined that such firms, consistent with efficient performance of the prime contract, can perform the work at fair and reasonable pricing. In particular, DM will utilize the following set-aside programs to facilitate attainment of the Diversity Subcontracting Goals and initiatives enumerated in this plan:

- A) Mandatory Small Purchase Set-Asides - All purchases made by DM of \$150,000 or less, and awarded through small purchase procedures, will be set-aside for SB's, HSB's, or SD-VOSB's where there is a reasonable expectation that bids, competitive as to fair market price, quality and delivery, will be obtained from two (2) or more responsible SB, HSB, or SD-BOSB concerns.
- B) Discretionary Set-Asides – Purchases made by DM at any dollar value may be set-aside for small business and all purchases up to \$150,000 may be awarded to small businesses on a sole source basis when the award can be made at fair market price.
- C) Class Set-Asides - Notwithstanding the above, once a determination is made by DM that a product or service has been acquired successfully on a set-aside basis, future requirements for that particular product or service may be acquired on the basis of a repetitive “class set aside” when deemed consistent with efficient and cost effective performance of the prime contract.

- D) 8(a) Program Set-Asides - An 8(a) Set-Aside Program will be implemented which affords DM the ability to process acquisitions on a non-competitive basis to selected SDB firms certified as active participants in the SBA's 8(a) Program provided that the total estimated value of the procurement action is less than \$5.5 million, (for acquisitions utilizing a manufacturing North American Industry Classification System (NAICS) code), or less than \$3.5 million, (for acquisitions falling within all other NAICS codes). In addition, DM may identify specific acquisitions above or below these thresholds exclusively for competition amongst 8(a) concerns. In all cases, the DM Small and Small Disadvantaged Business Utilization Administrator will be responsible for verifying that the proposed subcontractor(s) is certified as an active 8(a) in the NAICS code applicable to the acquisition. Additionally, all awards executed under this program will be bilateral subcontracts executed between DM and the 8(a) concern. DM will insure that these acquisitions are at fair market prices and consistent with the efficient attainment of SPR mission requirements.

DIVERSITY SUBCONTRACTING PROGRAM ADMINISTRATOR

The following individual will be responsible for administering the provisions of this subcontracting plan:

Name: Mary Leingang
Title: Diversity Subcontracting Program Administrator
Address: 850 South Clearview Parkway
New Orleans, Louisiana 70123
Telephone: (504) 734-4419

The DM Diversity Subcontracting Program Administrator has overall responsibility for DM's diversity subcontracting program including developing, preparing, and executing goals and monitoring performance relative to the requirements of this plan. The administrator's specific duties, as they relate to this subcontracting plan, are as follows:

- A) Develop and maintain offerers/bidders lists of SB, SDB, WOSB, VOSB, SD-VOSB, HSB and 8(a) concerns.
- B) Ensure that procurement packages are structured to permit SB, SDB, WOSB, VOSB, SD-VOSB, HSB and 8(a) concerns to participate to the maximum practicable extent.
- C) Assure inclusion of SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns in solicitations for products and services which they are capable of providing.
- D) Review solicitations to remove statements, clauses, etc. which may tend to restrict or prohibit SB, SDB, WOSB, VOSB, SD-VOSB, HSB and 8(a) concern participation.

- E) Ensure the periodic rotation of subcontractors on bidders lists.
- F) Ensure that procurement personnel document the reasons for not selecting offers or for rejecting low bids submitted by SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns.
- G) Ensure the establishment and maintenance of records pertaining to PO and subcontract award activity.
- H) Attend, or arrange for attendance of DM representatives, at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- I) Conduct or arrange for the conduct of motivational training for procurement personnel on the requirements and initiatives of the DM Diversity Subcontracting Program.
- J) Assist in the establishment of annual SB, SDB, WOSB, VOSB, SD-VOSB, and HSB concern subcontracting goals and monitoring performance against same.
- K) Monitor performance against annual Diversity Subcontracting Goals, prepare and maintain records, and submit periodic subcontracting reports and other such reports and records as may be required to implement this plan or as the Government may require.
- L) Coordinate DM's activities and participation during the conduct of subcontracting plan compliance reviews by the Government.
- M) Coordinate the conduct of DM's activities involving all aspects of the DM Diversity Subcontracting Program.
- N) Promptly review applicable workforce and subcontracting diversity initiatives promulgated by DOE and the SBA and proactively implement approved revisions to this plan as required to effectively comply with these initiatives.
- O) Provide assistance in Make-or-Buy Program decisions and ensure that subcontracting opportunities emanating from Make-or-Buy decisions are evaluated for possible SB, SDB, WOSB, VOSB, SD-VOSB, and HSB concern participation.
- P) Review and approve Small Business Subcontracting Plan's submitted by proposed DM subcontractors for compliance with applicable requirements and monitor the activities of subcontractor Small Business Subcontracting Programs to insure that each DM Buyer/Subcontract Manager:
 - a) Imposes and enforces the requirements for a Subcontracting Plan in all applicable subcontracts, and

- b) Provides proper guidance to assist SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns in successfully completing the subcontract effort.

EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

The DM Diversity Subcontracting Program Administrator will undertake the following outreach efforts to facilitate the identification of qualified SB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns capable of supporting the SPR mission and to ensure that these firms have an equitable opportunity to participate in the DM procurement process to the maximum practicable extent:

- A) Establish contacts with SB, SDB, and WOSB business trade associations to assess the range of capabilities and qualifications of member firms.
- B) Attend SB, SDB, and WOSB business procurement conferences, trade fairs, and other fairs.
- C) Develop and implement an SPR-specific targeted outreach program to identify value-added SDB firms capable of supporting the SPR mission in the NAICS codes covered by the Small Disadvantaged Business Participation Program described in Section IV (above).
- D) Maintain open communications with the SBA to reinforce DM's ongoing commitment to the utilization of SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns.
- E) Ensure that all potential SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) sources are included on DM procurement mailing lists providing that these firms have submitted acceptable applications or appear to be qualified business concerns from other representations.
- F) Make every reasonable effort to locate additional SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns for inclusion on bidders lists.
- G) Develop, implement, and maintain an Internet based system that can be utilized by interested sources to register as prospective suppliers DM at the SPR.
- H) Develop and distribute a "Doing Business with DynMcDermott Petroleum Operations Company " pamphlet that will describe:
 - a. The range of DM subcontracting opportunities available at the SPR for SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns;
 - b. How to establish themselves on appropriate DM bidders and/or mailing lists;
 - c. Who to contact for information concerning upcoming procurements; and
 - d. An overview of the DM procurement process, the types of subcontracts issued, and a description of unique/SPR specific subcontract terms and conditions

In addition to the outreach efforts noted above, DM will establish internal efforts to promote the utilization of SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns in compliance with this plan. Source lists, guides and other data identifying these concerns will be maintained, distributed, and utilized. Buyers and Subcontract Managers will attend workshops, seminars and training programs conducted by the DM Diversity Subcontracting Program Administrator to foster an appreciation for the capabilities of SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns and the socioeconomic benefits derived by placing a fair share of subcontracted business with these firms. DM personnel responsible for the administration of subcontracts with SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns will also be reminded of the importance of timely approval of subcontractor invoices for payment, consistent with acceptable performance of the PO or subcontract, in an effort to maintain the continued interest of these firms in DM subcontracting opportunities.

DM will also ensure that applicable workforce and subcontracting diversity initiatives promulgated by the DOE and the SBA are reviewed and implemented through approved revisions to this plan as required to effectively comply with these initiatives thereby maximizing subcontracting opportunities with SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns.

SUBCONTRACTING PLAN FLOWDOWN

DM agrees that the clause entitled "Utilization of Small Business Concerns" (FAR 52.219-8) will be included in all subcontracts which offer further subcontracting opportunities. All DM subcontractors, except small business concerns who receive subcontracts in excess of \$650,000, (or \$1.5 million for construction of a public facility), will be required to adopt and comply with a subcontracting plan which meets the requirements of the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). DM will review and approve these sub tier-subcontracting plans to ensure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage and dollar goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB, WOSB, VOSB, SD-VOSB, and HSB subcontractors, and prior experience. Once approved and implemented, these plans will be monitored through the submission of periodic reports and, if required, by visits to the subcontractors' facilities to review applicable records and subcontracting program progress.

REPORTS AND SURVEYS

DM shall submit periodic reports in the required format to the DOE in accordance with the below schedule or as directed by the Contracting Officer. DM shall also cooperate in studies or surveys required by the DOE or SBA in order to determine the extent of compliance with this subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" (FAR 52.219-8).

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 through Mar 31	Subcontracting Report for Individual Contracts	Apr 30
Apr 1 through Sep 30	Subcontracting Report for Individual Contracts	Oct 30
Oct 1 through Sep 30	Summary Subcontract Report	Oct 30

DM will submit the above reports via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov/contractor> and will notify the DOE Contracting Officer upon completion of submission. DM is currently registered in the eSRS.

RECORDS AND PROCEDURES

DM agrees to maintain at least the following types of records to document compliance with this plan:

- A) On a PO and subcontract specific basis, records to support PO and subcontract award data which will include the name and address of each subcontractor as well as the size and type of business that received the award;
- B) Records to support outreach efforts including the activities participated in by DM during the term of the contract and other efforts which were conducted to further the outreach objectives stated in Section VII of this plan;
- C) Records to support internal activities conducted to inform, educate, and encourage procurement personnel and other staff on the utilization of SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns, and
- D) Source lists, guides and vendor files identifying SB, SDB, WOSB, VOSB, SD-VOSB, HSB, and 8(a) concerns.

This subcontracting plan is submitted by:

Signed: _____/s/_____ Date: _____ 8/19/11
Randy Sutton
Contracts Manager

This subcontracting plan is accepted by:

Signed: _____/s/_____ Date: _____ 9/19/11
Kelly M. Gele'
Contracting Officer

<u>DOE/SPRPMO DIRECTIVES</u>	<u>Date</u>	<u>Title</u>
DOE O 130.1	09/29/95	Budget Formulation Process
DOE O 142.3A	10/14/10	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 200.1A	12/23/08	Information Management Program
DOE O 205.1B	05/16/11	Department of Energy Cyber Security Program
DOE O 206.1	01/16/09	Department of Energy Privacy Program
DOE O 210.2A	04/08/11	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 225.1B	03/04/11	Accident Investigations
DOE O 226.1B	04/25/11	Implementation of DOE Oversight Policy
DOE O 231.1B	06/27/11	Environment, Safety and Health Reporting
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 252.1A	02/23/11	Technical Standards
DOE O 350.1	09/30/96	Contractor Human Resource Management Programs
Change 001	05/08/98	
Change 002	11/22/09	
Change 003	02/23/10	
DOE O 412.1	04/20/99	Work Authorization System
DOE O 413.1B	10/28/08	Internal Control Program
DOE O 413.3B	11/29/10	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D	04/25/11	Quality Assurance
DOE O 420.1B	12/22/05	Facility Safety
Change 1	04/19/10	
DOE O 422.1	06/29/10	Conduct of Operations
DOE O 430.1B	09/24/03	Real Property Asset Management
Change 1	02/08/08	
Change 2	04/25/11	
DOE O 436.1	05/02/11	Departmental Sustainability
DOE O 440.2C	06/15/11	Aviation Management and Safety

Admin Change 1	06/22/11	
DOE O 442.1A	06/06/01	Employee Concerns Program
DOE O 442.2	07/29/11	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 460.1C	05/14/10	Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
DOE O 470.2B	10/31/02	Independent Oversight and Performance Assurance Program
DOE O 470.3B	08/12/08	Graded Security Protection Plan
DOE O 470.4B	07/21/11	Safeguards and Security Program
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	04/09/03	Identifying and Protecting Official Use Only Information
Admin Chg 1	01/13/11	
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 471.6	06/20/11	Information Security
DOE O 475.2A	02/01/11	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	12/07/05	Department of Energy Personal Property Management Program
Change 1	05/08/08	
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 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 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 470.4-2A	07/23/09	Physical Protection
DOE M 470.4-3A	11/05/08	Contractor Protective Force
DOE M 470.4-4A Section D	01/16/09	Technical Surveillance Countermeasures
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 Admin Chg 1	04/09/03 01/13/11	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
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 206.4	09/01/10	Background Checks and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 220.1C	10/04/06	On-Site Management Appraisals
SPRPMO O 220.2D	07/15/09	Observation Reports
SPRPMO O 231.1A Change 1 Change 2	03/22/07 11/26/08 03/23/11	Occurrence Reporting and Processing System
SPRPMO O 413.3	12/22/10	Crude Oil Quality and Test Criteria
SPRPMO O 414.1B	11/07/05	Quality Assurance
SPRPMO O 416.1	08/10/10	SPRPMO Petroleum Accountability
SPRPMO O 420.1B	05/18/06	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1B Change 1	12/14/07 12/23/08	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1	02/11/08	SPR Design Criteria
SPRPMO O 432.1B	05/13/09	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	03/15/02	Financial Accounting for the SPR Crude Oil Inventory
Change 1	05/14/03	
SPRPMO M 243.1-1C	04/10/06	Records Disposition Manual
SPRPMO M 410.1-1A	11/10/03	Configuration Management Program Manual
Change 1	08/30/06	
SPRPMO M 414.1-1A	09/30/03	Quality Assurance Manual
SPRPMO M 442.1-1A	06/04/02	Employee Concerns Manual
Change 1	08/25/04	
SPRPMO M 450.1-1B	03/26/09	Environment Safety and Health Manual
SPRPMO M 470.4-1	07/13/07	SPRPMO Security Manual
SPRPMO N 450.5A	02/03/10	SPR Environment, Security, Safety, Health, and Emergency Preparedness Goals, FY 2010