

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0112	See Block 16C	21FE004061	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Strategic Petroleum Reserve Project	892435	SPRO	01601
SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123		U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Fluor Federal Petroleum Operations, LLC Attn: Paul Avery 850 S Clearview Pkwy New Orleans LA 701233401			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-FE0011020
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		09/18/2013
078490442			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$356,397,134.12
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) See Block 14

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the authority Clauses H.2 Modification Authority, H.13 Technical Direction DEAR 952.242-70, H.21 Work Authorization Directives, and mutual agreement of the parties, the following changes are incorporated.

A. Reference Section B - Supplies or Services and Prices/Costs (Section B is replaced in its entirety. See attached.):

1. Reference Section B, B.4: Pursuant to I.132, DEAR CLAUSE 970.5232-3 Obligation of Funds: The total funds obligated to this contract has increased by \$356,397,134.12, from \$2,271,740,657.41 to \$2,628,137,791.53.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kelly M. Gele	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	09/21/2021
		_____ (Signature of Contracting Officer)	

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Table B.6 is revised to include the increase in cost authority of \$6,231,064 due to:</p> <ul style="list-style-type: none"> i. Petroleum Acquisition and Transportation WAD Revision 1 increase in cost authority of \$694,602.00. ii. Maintenance WAD Revision 2 increase in cost authority of \$3,130,456.00. iii. TSM WAD Revision 2 increase in cost authority of \$2,406,006.00 <p>3. Table B.2 and B.6 are updated to include the FY22 AOP, FY23 & FY24 budget request, and the updated fee amounts.</p> <p>4. The total contract value has increased from \$2,454,494,354 to \$2,975,478,583.</p> <p>B. Reference Section H - Special Contract Requirements: Section H is revised to update Clause H.45 (Section H is replaced in its entirety. See attached.)</p> <p>C. Reference Section I - Contract Clauses: Section I is revised to include the most current clauses as of FAR FAC 2021-6 and DEAR 3/29/21. (Section I is replaced in its entirety. See attached.)</p> <p>D. Reference Section J, Attachment B - Work Authorization Directives (WADs): The following Fiscal Year 2021 WADs are hereby incorporated into Section J, Attachment B (See attached WAD).</p> <ul style="list-style-type: none"> 1. Petroleum Acquisition and Transportation Revision 1 for the period of October 1, 2020 to September 30, 2021 dated September 30, 2020. 2. Maintenance WAD Revision 2 for the period of October 1, 2020 to September 30, 2021 dated September 30, 2020. 3. TSM Revision 2 for the period of October 1, 2020 to September 30, 2021 dated September 30, 2020. <p>E. Reference Section J, Attachment F - List of Applicable DOE/SPRPMO Directives: The Directives List is revised to incorporate the current changes.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FE0011020/0112

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for SPRO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 04/01/2014 to 03/31/2024				

PART I -THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I -THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Table of Contents

B.1	SERVICES BEING ACQUIRED.....	B-1
B.2	TRANSITION COST AND TOTAL AVAILABLE AWARD FEE	B-1
B.3	AVAILABILITY OF APPROPRIATED FUNDS	B-2
B.4	OBLIGATION OF FUNDS	B-2
B.5	SINGLE FEE	B-3
B.6	CONTRACT VALUE	B-3
B.7	CONTRACT TYPE	B-3

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to managing and operating, in an efficient and effective manner, the Government-owned Strategic Petroleum Reserve (SPR), including operating and maintaining the facilities and related systems, located in Louisiana and Texas, as described in Section C, Performance Work Statement (PWS), or as may be directed by the Contracting Officer within the scope of this Contract.

B.2 TRANSITION COST AND TOTAL AVAILABLE AWARD FEE

(a) Transition Cost

The transition activities shall be conducted during the period specified in the clause in Section F entitled "Period of Performance" and shall be performed in accordance with the clause in Section H entitled "Transition Activities" on a cost-reimbursement basis, and no fee shall be paid for these activities. The estimated transition costs are \$1,714,103.

(b) Total Available Award Fee

- (1) The annual fee base is estimated in accordance with DEAR 970.1504-1, including estimated exclusions, adjustments, and classification factors. In the event the annual fee base deviates by more than plus or minus 15% for any fiscal year from the annual fee base set forth in Column B of the chart below, a new total available award fee for the fiscal year will be calculated by multiplying the maximum available fee for the revised annual fee base by the percentage set forth in Column D below.
- (2) All fee for this contract is performance based. There is no base fee for this contract. The Available Award Fee will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Award Fee will be equal to or less than the Total Available Award Fee offered set forth in Column E. The Available Award Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance Evaluation and Measurement Plan (PEMP). Higher or lower levels of complexity, difficulty, cost effectiveness, and risk will correspondingly allow a higher or lower available award fee. In the event the parties are unable to reach

agreement on the Available Award Fee amount, the Government reserves the right to unilaterally establish the Available Award Fee amount.

- (3) The total available award fee for the base period of the contract and the option period, if exercised, is shown below.

A	B	C	D	E
Fiscal Year	Annual Fee Base	Maximum Available Fee	Fee Percent	Total Available Award Fee
FY 2014 (6-months)	\$58,805,864	\$4,437,779	94.0	\$4,171,512
FY 2015	\$127,918,868	\$9,197,264	90.2	\$8,295,932
FY 2016	\$129,557,963	\$9,199,561	88.8	\$8,169,210
FY 2017	\$128,735,855	\$9,158,721	87.1	\$7,977,246
FY 2018	\$220,061,467	\$11,554,075	¹ 90.6	\$10,463,038
FY 2019	\$258,374,144	\$12,019,556	¹ 88.3	\$10,617,153
FY 2020	\$322,602,166	\$13,836,074	¹ 89.9	\$12,436,991
FY 2021	\$460,684,745	\$14,665,190	¹ 91.3	\$13,391,594
FY 2022	\$471,163,808	\$13,926,362	¹ 91.3	\$12,718,343
FY 2023	\$540,637,938	\$13,759,379	¹ 91.7	\$12,618,355
FY 2024 (6-months)	<u>\$189,681,740</u>	<u>\$8,833,912</u>	<u>¹90.6</u>	<u>\$8,005,576</u>

- (4) At the end of each performance period (fiscal year) specified above, there shall be no adjustment in the amount of total available award fee based on differences between the annual fee base and the actual fee base resulting from performance of the work. Total Available Award Fee is subject to adjustment only under the provisions of the clause in Section I entitled FAR 52.243-2 “Changes – Cost Reimbursement”; and, for the circumstances in Paragraph (1) above.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government hereunder calling for the expenditure of appropriate funds shall be subject to the availability of funds appropriated by the Congress, which the DOE may legally spend for such purchases.

B.4 OBLIGATION OF FUNDS

Pursuant to the Section I Clause DEAR 970.5232-4 entitled “Obligation of Funds,” the total amount obligated by the Government with respect to this contract is \$2,628,137,791.53.

¹IAW agreed to LE 2 fee approach, Facilities maximum fee FY18 88.3%, FY19 84.8%, FY20 83.9%, FY21 83.4%, FY22 82.8%, FY23 82.3%, FY24 83.1%. LE 2 maximum fee for FY18 to FY24 is 95%.

B.5 SINGLE FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, as described in FAR Subpart 9.6, the team shall share in this contract fee structure. Separate additional subcontractor fee shall not be considered in an allowable cost under the contract if a subcontractor is a team member or, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.

The subcontractor fee restriction in the paragraph above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) protégé firms as part of an approved mentor-protégé relationship; (3) subcontractors under a competitively awarded firm-fixed-unit-price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.

B.6 CONTRACT VALUE

The contract value, consisting of the estimated costs and total available fee, by fiscal year (base period) is set forth below.

Fiscal Year	Estimated Costs	Available Award Fee	TOTAL
Transition Period (60 days) (02/01/14– 03/31/14)	\$0	\$0	\$0
FY 2014 (6 mos.)	\$62,336,127	\$3,567,202	¹ \$65,903,329
FY 2015	\$135,959,596	\$7,948,220	¹ \$143,907,816
FY 2016	\$152,347,025	\$7,503,419	¹ \$159,850,444
FY 2017	\$156,984,812	\$8,517,561	¹ \$165,502,373
FY 2018	\$197,944,524	\$9,743,406	¹ \$207,687,930
FY 2019	\$206,683,892	\$6,665,305	¹ \$213,349,197
FY 2020	\$ 254,005,669	\$11,260,404	¹ \$265,266,073
FY 2021	\$468,887,861	² \$13,391,594	\$482,279,455
FY 2022	\$482,433,858	\$12,718,343	\$495,152,201
FY 2023	\$556,213,955	\$12,618,355	\$568,832,310
FY 2024 (6 mos.)	\$199,741,879	\$8,005,576	\$207,747,455
TOTAL Contract Value	<u>\$2,873,539,198</u>	<u>\$101,939,385</u>	<u>\$2,975,478,583</u>

B.7 CONTRACT TYPE

This is a Cost-Plus-Award-Fee Performance-Based Contract.

¹ Fiscal Year Total reflects actual costs and earned award fee.

² Negotiated Available Award Fee

SECTION H
SPECIAL CONTRACT REQUIREMENTS

PART 1 – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

Table of Contents

H.1	REPRESENTATIONS AND CERTIFICATIONS	H-1
H.2	MODIFICATION AUTHORITY	H-1
H.3	EMPLOYEE COMPENSATION: PAY AND BENEFITS	H-1
H.4	LABOR RELATIONS.....	H-15
H.5	NO THIRD PARTY BENEFICIARIES.....	H-15
H.6	WORKER’S COMPENSATION INSURANCE	H-15
H.7	WORKFORCE TRANSITION	H-16
H.8	POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS	H-17
H.9	PERFORMANCE GUARANTEE AGREEMENT.....	H-18
H.10	CONTRACTOR PRESS RELEASE	H-18
H.11	SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS.....	H-19
H.12	TRANSITION ACTIVITIES.....	H-19
H.13	TECHNICAL DIRECTION – DEAR 952.242-70 (DEC 2000)	H-21
H.14	SMALL BUSINESS SUBCONTRACTING PLAN	H-22
H.15	CYBER SECURITY REQUIREMENTS.....	H-22
H.16	SEPARATE CORPORATE ENTITY	H-24

H.17	RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS	H-24
H.18	HOME OFFICE EXPENSES	H-25
H.19	PROJECT CONTROL SYSTEM.....	H-25
H.20	REPORTING REQUIREMENTS	H-26
H.21	WORK AUTHORIZATION	H-28
H.22	WITHDRAWAL OF WORK	H-30
H.23	PERFORMANCE CRITERIA, MEASURES, OUTPUT TARGETS, AND INCENTIVES	H-31
H.24	EMPLOYEE CONCERNS PROGRAM	H-31
H.25	ENVIRONMENT, SAFETY, AND HEALTH (ES&H)	H-32
H.26	ENVIRONMENTAL PERMITS AND APPLICATIONS.....	H-32
H.27	CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES	H-32
H.28	PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA.....	H-33
H.29	DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE	H-33
H.30	GOVERNMENT-OWNED PROPERTY	H-34
H.31	CONFIDENTIALITY OF INFORMATION	H-34
H.32	TRAVEL RESTRICTIONS.....	H-35
H.33	LOBBYING RESTRICTIONS.....	H-36
H.34	TRANSITION TO FOLLOW-ON CONTRACT.....	H-36
H.35	SERVICES.....	H-36
H.36	ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS.....	H-37

H.37 RECOGNITION OF PERFORMING ENTITY.....H-37

H.38 LITIGATION MANAGEMENT PROCEDURES.....H-38

H.39 ADVANCE UNDERSTANDING(S).....H-38

H.40 PROVISIONAL PAYMENT OF FEEH-38

H.41 CONFERENCE MANAGEMENTH-38

H.42 RISK MANAGEMENT AND INSURANCE PROGRAMS.....H-41

H.43 MANAGEMENT AND OPERATING CONTRACTOR (M&O)
SUBCONTRACT REPORTING.....H-44

H.44 MULTIFACTOR AUTHENTICATION FOR DOE INFORMATION SYSTEMS.....H-45

H.45 PAID LEAVE UNDER SECTION 3610 OF THE CORONAVIRUS
AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT)
TO MAINTAIN EMPLOYEES AND SUBCONTRACTORS IN A READY STATE..H-46

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offeror for this contract as completed by the Contractor are hereby incorporated in this contract by reference.

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

H.3 EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (a) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, 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.

A description of the Contractor Employee Compensation Program should include the following components;

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.

- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment.
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(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 consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services". 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 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) 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)(4)(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. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Report Compensation and Benefits Report no later than March 1st of each year.

(d) 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. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by DM Petroleum Operations Company 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 DM Petroleum Operations Company. Comparability of the total benefit package shall be determined by the Contracting Officer 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.

- (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. 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 below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
 - (i) Any proposed major compensation program design changes prior to implementation.
 - (ii) Variable pay programs/incentives. If not already authorized under Section J, Attachment A of the contract, a justification shall be provided with a proposed cost and impacts to budget.

- (iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion Adjustment fund:
- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed .5 percent in total.
 - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
- (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability. The CIP should include the following components and data:
- (1) Comparison of average pay to market average pay.
 - (2) Information regarding surveys used for comparison.
 - (3) Aging factors used for escalating survey data and supporting information.

- (4) Projection of escalation in the market and supporting information.
- (5) Information to support proposed structure adjustments, if any.
- (6) Analysis to support special adjustments.
- (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.
 - c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer.
 - d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
- (8) A discussion of the impact of budget and business constraints on the CIP amount.
- (9) Comparison of pay to relevant factors other than market average pay.
- (v) After receiving DOE CIP approval or if criteria in (d)(3)(A)(iii) was met, Contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

- (vi) Individual compensation actions for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
- (B) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (d)(3)(A)(vi) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved 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.
- (e) 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 that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do

not increase costs and are not contrary to Departmental policy or written instruction.

- (2) Cost reimbursement for 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 in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. 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 which increases costs.
 - (A) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. 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 for each benefit tier that analyzes the Contractor's employee benefits cost for Employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics 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, unless waived in writing by the Contracting Officer.
- (5) When the benefit costs 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 result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.

- (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (8) Cost reimbursement for post-retirement benefits other than pensions (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.
 - (9) Each Contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).
 - (10) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
 - (2) Except for Commingled Plans in existence as of the effective date of the Contract, 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 that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new contract award or the extension of a contract.

(g) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). 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) Each Contractor defined benefit and defined contribution plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA Section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA Section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA Section 104.

While there is no requirement to submit a full-scope audit for defined contribution plans, Contractors are responsible for maintaining adequate controls for ensuring that defined contributions plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system or its successor system no later than January 31st of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.
- (h) Reimbursement of Contractors for Contributions to Defined Benefit (DB) Pension Plans
 - (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after Contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of the Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
 - (2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension

Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after Contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(i) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- 1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- 2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- 3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(j) Changes to Pension Plans

At least sixty (60) days 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. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

- (B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (D) the Summary Plan Description; and,
 - (E) any such additional information as requested by the Contracting Officer.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:
- (A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
 - (B) provide the dollar estimate of savings or costs, and
 - (C) provide the basis of determining the estimated savings or cost.
- (k) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(m) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(n) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(1) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.4 LABOR RELATIONS

- (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.

H.5 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.

H.6 WORKER'S COMPENSATION INSURANCE

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

H.7 WORKFORCE TRANSITION

- (a) Right of First Refusal. Subject to the availability of funds, the Contractor shall offer employment to all Incumbent Employees, except as stated in paragraph (b) below, who, as of the date of Contract award, are in good standing and who hold regular appointments and are engaged in performance of work within the PWS under this Contract. Individuals who hold regular appointments are individuals who are employed for an indefinite duration, with either a full-time work schedule of at least 40 hours per week, or a part-time work schedule of fewer than 40 hours per week, but more than 20 hours per week.
- (b) Discretionary Incumbent Management Employees Excepted. It is the Contractor's prerogative to establish its own management structure. Therefore, the right of first refusal set forth in the Workforce Transition clause is not applicable to Discretionary Incumbent Management Employees. Discretionary Incumbent Management Employees are individuals permanently assigned in the positions listed below. The Contractor may offer employment to said employees, in either their current positions or other positions, at the Contractor's sole discretion.
 - (1) For those positions listed below, any changes in job positions or classifications shall be accompanied by a commensurate alteration in compensation.

- (2) Nothing in this paragraph shall preclude the Contractor from separating employees when in its judgment it is appropriate to do so based on the employee's performance or conduct.

Discretionary Incumbent Management:

Site Director, West Hackberry
Site Director, Bayou Choctaw
Site Director, Bryan Mound
Site Director, Big Hill
Director, Cavern Integrity
Director, Data Systems
Director, Security and Emergency Preparedness
Director, Human Resources and Development
Director, Energy and Sustainability
General Counsel

H.8 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 the Strategic Petroleum Reserve (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. If a Commingled plan is involved, the contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facility into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (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.

H.9 PERFORMANCE GUARANTEE AGREEMENT

The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment I.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.10 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.11 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Alternative Fueled Vehicles and Alternative Fuels
- Biobased Content Products (USDA Designated Products)
- Energy Efficient Products
- Non-Ozone Depleting Alternative Products
- Recycled Content Products (EPA Designated Products)
- Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

- Recycled Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products and FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable

performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.12 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled “Period of Performance,” the Contractor shall perform those activities that are necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer.
- (b) The Contractor shall submit a transition plan consistent with the approach in the proposal as the basis for beginning the transition activities immediately upon award of the contract. The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within 7 days after award of the contract.
- (c) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.
- (d) The transition plan shall include a schedule of major activities, and address as a minimum:
 - (1) Communication process among the Contractor, incumbent Contractor, and DOE;
 - (2) Identification of key transition issues and milestones;
 - (3) Identification of a transition team (inclusive of consultants and teaming members, if any);
 - (4) Integration of work packages (direct and indirect) and budgets from incumbent Contractor;
 - (5) Approach to minimizing impacts on continuity of operations;
 - (6) Dispute Resolution;

- (7) Assumption of SPR related programs and projects;
- (8) Comprehensive human resource management plan as described in the Section H clause entitled “Employee Compensation: Pay and Benefits”;
- (9) Implementation of proposed management systems (e.g., Project Management, Integrated Safety Management, Accounting, Procurement, Property, Budget and Planning);
- (10) Assumption of all ES&H responsibilities, functions, and activities;
- (11) Identification and prioritization of issues after transition; and
- (12) A detailed cost breakdown by transition activity (include cost breakdown as an appendix to the plan).

H.13 TECHNICAL DIRECTION – DEAR 952.242-70 (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer’s Representative (COR). The term “technical direction” is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual PWS.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the PWS stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
 - (1) Constitutes an assignment of additional work outside the PWS;
 - (2) Constitutes a change as defined in the contract clause entitled “Changes;”

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.14 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled "FAR 52.219-9 Small Business Subcontracting Plan" in Section I, and approved by the Contracting Officer is incorporated and made a material part of this contract as an Attachment to Section J.

Prior to the beginning of each Fiscal Year, the Contractor shall also submit an "annual subcontracting plan which shall establish subcontracting goals, as described in paragraph

(d)(1) and (2) of Section I clause entitled “ FAR 52.219-9 Small Business Subcontracting Plan,” to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated into this contract.

H.15 CYBER SECURITY REQUIREMENTS

- (a) General Computing System Use Policies. DOE policies as well as the Information Technology (IT) policies defined at the SPR are intended to protect computer hardware, software, and data from unauthorized access, intentional compromise or destruction, and inadvertent damage. All users including contractor staff are responsible for the protection of computer resources located in their work areas and those computer resources assigned by the SPR to the user. The following computer security requirements apply to all computer users at the SPR.
- (b) Computer Access Request (Including Foreign National Special Requirements). Before any request can be processed the individual needs to have a DOE ID badge or PIV (Personal Identification Verification) card. In order to be assigned a user ID and be allowed access to the SPR computers and network, the person’s manager must submit a computer access request or by using the SPR User Management System. The person must also complete the SPRPMO User Certification For Protection of DOE Sensitive Information. If the individual is a foreign national they must fill out a “Foreign National Request” through the Security Department and be properly vetted before being granted access to SPR information systems or data.
- (c) Password. Your assigned login ID and password are for your use only. Your password is not to be disclosed to anyone. You are responsible for all computer work processed under your assigned logon ID and password in accordance with DOE policy.
- (d) User Responsibilities and Prohibited Use. Users must comply with End-User Rules of Behavior defined in Appendix E of the applicable System Security Plan (SSP) for the SPR system being accessed. Users must attend annual computer security awareness briefings.
- (e) Personally Identifiable Information (PII). Protected PII shall not be stored or transmitted on portable/mobile devices or on removable media, or remotely access Protected PII on DOE systems without specific approval of the Designated Approval Official.
- (f) Remote Access. Users shall only do remote access to SPRPMO systems using two-factor authentication with SPRPMO supplied credentials. Remote access to protected PII on government systems must be approved in writing by the Designated Approval Authority. Remote access is any access to an organizational information system by a user (or an information system) communicating through an external, non-organization-controlled network (e.g., the Internet).

- (g) **Restriction on the Use of Portable/Removable Media.** SPRPMO policy is to restrict the use of portable and removable media to access, collect, create, process, transmit, disseminate, or store SPR information within and outside SPR security areas. Use of portable and removable media to store or transfer SPR electronic information will be considered the exception rather than the normal operating procedure. Only SPR-issued portable and removable media are allowed to be connected to SPR information systems or networks. Use of Personally Owned Devices (PODs) are not allowed on SPR information systems without prior written approval of the ISSM (Information System Security Manager) or the SPR Designated Approval Official.
- (h) **Restriction on the Use of Cellular Technology.** SPRPMO policy is to restrict the use of cellular wireless communications technology to access SPR information system assets or data. Cellular technology must be incapacitated or disabled before connecting to any SPR information system or network.

H.16 SEPARATE CORPORATE ENTITY

The Contractor under this contract shall be a separate corporate entity from its parent company(ies). The separate corporate entity must be set up solely to perform this contract, and shall be totally responsible for all contract activities.

H.17 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

- (a) The Contractor has provided a guarantee of performance from its parent(s) company(s) in the form set forth in Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.
- (b) The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding contract performance issues.

Responsible Corporate Official

Name: J. Greg Meyer
Position: Sr. Vice President
Company/Organization: Fluor Federal Services, Inc.
Address: 2300 Clarendon Boulevard, Suite 1110
Arlington, VA 22201
Phone: 703-351-1298
Email: greg.meyer@fluor.com

- (c) Should the Responsible Corporate Official or their contact information change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: J. Greg Meyer
Position: Sr. Vice President
Company/Organization: Fluor Federal Services, Inc.
Address: 2300 Clarendon Boulevard, Suite 1110
Arlington, VA 22201
Phone: 703-351-1298
Email: greg.meyer@fluor.com

Name: William Shingler
Position: Vice President, Operations E&N
Company/Organization: Fluor Government Group
Address: 100 Fluor Daniel Drive
Greenville, SC 29607
Phone: 864-281-4798
Email: bill.shingler@fluor.com

Name: Joel Strang
Position: Executive Director, Design Engineering
Company/Organization: Fluor Enterprises, Inc.
Address: 1 Fluor Daniel Drive, D7-7-10
Sugar Land, TX 77478
Phone: 281-263-5763
Email: joel.strang@fluor.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.18 HOME OFFICE EXPENSES

Home office expenses, whether direct or indirect, relating to activities of the Contractor are unallowable, except as otherwise specifically provided in the contract or specifically agreed to in writing by the Contracting Officer.

H.19 PROJECT CONTROL SYSTEM

- (a) In the performance of this Contract, the Contractor shall establish, maintain and use a system for the management and control of projects, which meets the requirements set forth in the Contract. The systems shall be cost-effective and of a level of detail commensurate with management principles necessary for management and control of the project. Specific project control systems guideline requirements and time frames for implementation of these requirements shall be transmitted to the Contractor by the Contracting Officer. The systems shall be reviewed by the Contracting Officer, or duly authorized representative(s), for adequacy in meeting the designated requirements. As part of the review procedure, the Contractor shall furnish the Government a description of the project control system applicable to each project as required by the Contracting Officer. The Contractor agrees to provide access to all pertinent records, data and plans as requested by representatives of the Government for the conduct of this review.
- (b) The description of the project control systems accepted by the Contracting Officer shall be maintained and used by the Contractor in the performance of this Contract.
- (c) Contractor changes to the reviewed systems shall be submitted for review and approval as required by the Contracting Officer. When Contracting Officer approval is required, the Contracting Officer shall advise the Contractor of the acceptability of such changes within sixty (60) calendar days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the designated guidelines, adjustments necessary to assure compliance will be made at no change in contract price or fee.
- (d) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer, or duly authorized representative(s), for the purpose of permitting Government surveillance to insure continuing application of the accepted systems to the project or group of projects under this Contract.
- (e) The Contractor shall require that each selected subcontractor, as determined by the Contracting Officer, meet specific guidelines for the project control systems as set forth in subcontract and shall incorporate in all such subcontracts adequate

provisions for review and surveillance of subcontractor's systems to be carried out by the prime Contractor, or by the Government when requested by either the Government, prime or subcontractor.

H.20 REPORTING REQUIREMENTS

- (a) Work Breakdown Structure. Except as provided for elsewhere in the contract, the Work Breakdown Structure (WBS), as approved by the Contracting Officer, shall provide the basis for all reports required under this contract. The WBS shall be derived from the PWS described in this contract and shall also conform to any implementation guidance which may be provided by the Contracting Officer.
- (b) Periodic Plans and Reports. The Contractor shall submit periodic cost, schedule, and technical performance plans and reports, in such form and substance as required by the Contracting Officer. These periodic plans and reports shall be submitted at the interval, and to the addresses and in the quantities as specified by the Contracting Officer. Where specific forms are required for individual plans and reports, the Contracting Officer shall provide such forms to the Contractor. The plans and reports expected to be submitted by the Contractor are described generally as follows:

General Management Reports narratively summarize schedule, labor, and cost plans and status, and provide explanations of status variances from plans.

Schedule/Labor Cost Reports provide information on schedule, labor and cost plans and status.

Performance Measurement Reports provide information regarding the actual cost of work performed relative to the budgeted cost for work performed relative to the budgeted cost for work scheduled, and provide for reporting data on performance measurement baseline maintenance and estimates at completion.

Technical Reports are the means by which scientific, technical, and engineering information acquired in the performance of the work is disseminated. Plans and reports shall be prepared by the Contractor in such a manner as to provide for—

- (1) Consistency with the contract PWS, the Work Authorization Directives (WADs), and the approved WBS.
 - (2) Correlation of data among the various plans and reports.
- (c) Changes in Work Effort. The reporting system established and maintained by the Contractor pursuant to this subsection shall recognize changes in work effort directed by the Contracting Officer, as provided for in the Work Control System. During performance of this contract, the Contractor shall update and/or change, as appropriate, the WBS (including any diagrams, supporting work descriptions, and WBS dictionary) to reflect changes in the PWS or discrete WADs. The Contractor's

reporting system shall be able to provide for the following at the WAD level, or such lower level, as specified by the Contracting Officer:

- (1) Incorporate contractual changes affecting estimated cost and schedule in a timely manner.
 - (2) Reconcile estimated cost for those elements of the WBS identified in the contract as either priced line items or discrete WADs, and for those elements at the lowest level of the project summary WBS with current performance measurement budgets in terms of:
 - (i) Changes to the authorized work; and
 - (ii) Internal replanning in the detail needed by management for effective control.
 - (3) Prohibit retroactive changes to records pertaining to work performed that will change previously reported costs except for correction of errors and routine accounting adjustments.
 - (4) Prevent revisions to the contract estimated costs except for Government-directed changes to the contractual effort.
 - (5) Document, internal changes to the performance measurement baseline and, on a timely basis, notify the Contracting Officer of such changes.
- (d) The Contractor agrees to provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's reporting system.
- (e) The Contractor shall include the requirements of this clause in all subcontracts that are cost-reimbursement type of contracts when—
- (1) The value of the subcontract is greater than \$2 million, unless specifically waived by the Contracting Officer, and,
 - (2) The Contracting Officer determines that the contract/subcontract effort is, or involves, a critical task related to the contract.

H.21 WORK AUTHORIZATION

- (a) Prior to the start of each fiscal year, the DOE shall provide the Contractor program execution guidance in sufficient detail to develop estimated costs, scope, and schedule for the performance thereof. The Contractor shall submit to the Contracting Officer or other designated authorized representative, a detailed PWS consistent with Section C, "Performance Work Statement," a budget of estimated

costs and corresponding schedule of performance for work to be performed during the next fiscal year. The level of work activities, estimated cost, and schedule shall be a task level 2 of the Work Breakdown Structure (WBS), consistent with the PWS or other level as specified by the Contracting Officer.

- (b) Budget Negotiations: Prior to the authorization to proceed with the performance of any work under this contract, the Contractor and the DOE shall mutually establish a budget of estimated costs, a detailed PWS, and schedule of performance for each task at level 2 of the WBS or as otherwise specified by the Contracting Officer for that fiscal year. The established estimated costs, detailed PWS, and schedule of performance shall be incorporated into the contract's Section J, Attachment entitled "Work Authorization Directives (WADs)," and by modification. If agreement cannot be reached on the scope, schedule, and/or estimated cost for the WADs, the Contracting Officer shall issue a unilateral modification establishing the estimated cost and issue the WAD pursuant to this subsection authorizing Contractor performance, which shall not be subject to the Contract Clause entitled "Disputes - Alternate I."
- (c) No activities shall be authorized and no costs incurred until either the Contracting Officer has issued direction concerning continuation of activities.
- (d) Work Authorization Directives: The WADs authorizing the Contractor to proceed with performance of the annual PWS, shall be provided in writing to the Contractor by the Contracting Officer. Each WAD so issued will include the following:
 - (1) Authorization number and work initiation date.
 - (2) Description of Work.
 - (3) Revision Number.
 - (4) The total estimated cost for the work to be performed under this authorization and current period estimated cost if the WAD performance schedule exceeds the current fiscal year.
 - (5) Appropriate schedule and milestone dates.
 - (6) Cost, schedule, and all other reporting requirements.
 - (7) Performance, objectives, measures, and targets.
 - (8) Date of issue.
 - (9) Responsible DOE Designated Official signature.
 - (10) Contracting Officer signature.

- (e) Performance Direction: Government direction of the performance of all work authorized for performance under this contract shall be in accordance with the Clause (H.13) entitled “Technical Direction.”
- (f) Modification: The Contracting Officer may at any time and without notice issue WADs within the PWS of this contract requiring additional work, or directing the omission of, or changes to the PWS of this contract. A proposal for adjustment in the budget of estimated costs and schedule of performance of work established in accordance with paragraph (g) of this subsection shall be submitted by the Contractor as mutually agreed upon with the Contracting Officer.
- (g) Expenditure of Funds and Incurrence of Cost: The performance of work and the incurrence of cost in the execution of the PWS of this contract shall be initiated only when authorized in accordance with the provisions of this subsection. The expenditure of monies by the Contractor in the performance of all authorized work shall also be governed by the provisions of the Contract Clause entitled “Obligation of Funds.” The Contractor shall notify the Contracting Officer whenever it anticipates under-running a WAD by more than 10% or over-running a WAD in any amount as identified in the Financial Plan and in accordance with the WAD ceilings.
- (h) Remuneration: An annual fee shall be negotiated in accordance with the contract clause entitled “Total Available Fee: Base Fee Amount and Performance Fee Amount” for the performance of work authorized pursuant to this subsection. In accordance with the Contract Clause entitled “Changes,” when a WAD results in a material change in the negotiated budget of total estimated cost or character of the PWS, an equitable adjustment of the fee shall be made in accordance with the agreement of the parties and the contract shall be modified in writing.
- (i) Order of Precedence: This subsection is of lesser order of precedence than the Contract Clauses entitled “Obligation of Funds,” and “Payments and Advances.” The Contractor is not authorized to incur costs on any WAD which are not in compliance with the other terms and conditions of this contract.
- (j) Conflicts: In the event there is a conflict between the requirements of this subsection and Section J, Attachment entitled “List of Applicable Directives,” as amended, the Contractor shall obtain guidance from the Contracting Officer.
- (k) Reporting: Reporting shall be in accordance with the Special Contract Requirement entitled “Reporting Requirements.”
- (l) Responsibility to Achieve Environmental, Safety and Health Compliance: Notwithstanding the provisions of this subsection, the Contractor has, in the event of an emergency, authority to authorize corrective actions as may be necessary to sustain operations in a manner consistent with applicable environmental, safety and health statutes, regulations, and procedures. In the event that the Contractor takes

such an action, the Contractor shall notify the Contracting Officer within 24 hours after such action was initiated and, with 30 days after such action has been initiated, submit a proposal for adjustment in the estimated costs and schedule of performance of work established in accordance with paragraphs (a) and (b) of this subsection.

H.22 WITHDRAWAL OF WORK

- (a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Performance Work Statement, of this contract performed by either another contractor or Government employees

- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interest of the Government.'

- (c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

- (d) The contract will be modified to reduce the estimated costs and fee for any work withdrawn by the Contracting Officer.

H.23 PERFORMANCE CRITERIA, MEASURES, OUTPUT TARGETS, AND INCENTIVES

The Government will develop performance criteria, measures and output targets for the coming fiscal year which will be set forth in the Work Authorization Directives developed and issued pursuant to the Section H Provision entitled "Work Authorization." The Contractor may also propose additional performance measures, which will be negotiated prior to placement in the Work Authorization Directives. The evaluation areas and individual requirements that will be subject to incentivization will be included in the Performance Evaluation and Measurement Plan developed and issued pursuant to the Clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount." The evaluation of performance against measures will be a consideration in (1) development of fee awards, if any, (2) the DOE decision whether to exercise the option to extend the contract and (3) terminating the contract for default.

NOTE – COST REDUCTION INCENTIVE: The Department of Energy (DOE) expects the contractor to manage and operate the Strategic Petroleum Reserve in an efficient and effective manner. To this end, the contractor will be provided an incentive to achieve significant cost reduction without adversely affecting the level of performance required by the contract. Details implementing this incentive will be set forth in the annual Performance Evaluation and Measurement Plan issued pursuant to Section I Clause entitled “Total Available Fee: Base Fee Amount and Performance Fee Amount” of this contract. DOE anticipates that up to 25 percent of annual available fee will be assigned to this evaluation area in the Performance Evaluation and Measurement Plan incorporated in the contract in Section J, Attachment J.

The baseline for the measurement of the contractor’s performance will be the contractor’s approved Annual Operating Plan established each fiscal year. Reductions resulting from schedule delays, direction given by the DOE or changes in the mission, work scope, or routine reorganization of the contractor due to changes in the budget do not qualify for this incentive.

H.24 EMPLOYEE CONCERNS PROGRAM (ECP)

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements of the applicable DOE Order 442.1A.

H.25 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

- (a) The Contractor shall comply with existing system description document in accordance with the Section I Clause DEAR 970.5223-1 entitled, “Integration of ES&H Into Work Planning and Execution.” The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 60 days of contract award and thereafter in accordance with the Work Authorization Directive. Any changes to the ISMS Description Document after the Contracting Officer’s or designee’s initial approval, shall be approved by the Contracting Officer or designee.
- (b) The initial update of the ISMS Description Document shall include any revisions to ES&H Plans/Programs and include interfaces with other equivalent plans/program approved by DOE as required by the Contract Clause in Section I entitled “Laws, Regulations, and DOE Directives.”
- (c) This contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract.

H.26 ENVIRONMENTAL PERMITS AND APPLICATIONS

Except as otherwise directed by the Contracting Officer, the Contractor is required to prepare all necessary Federal, State, and local permit applications. If any agency or agencies, which regulate the permits, require the signature of an operator on the permit, the Contractor, in recognition of its operator responsibilities, shall sign the permit as required by the regulators. In the event of termination or expiration of this Contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor.

H.27 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fines and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the Contracting Officer. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.28 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

Pursuant to FAR 9.405(b), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Any possible violation of the prohibition against falsely labeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, should be promptly reported through the Contracting Officer. The DOE Contracting Officer is responsible for reporting of an entity in violation of the prohibition against falsely labeling products as American-Made to the Office of Management Systems, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.29 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provision shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical information includes, but is not limited to specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled “Rights in Data-Facilities.” The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles of materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property to the Government, or such third party as the Government may designate, that are necessary for the completion of the work contemplated under this contract.

H.30 GOVERNMENT-OWNED PROPERTY

On April 1, 2014, the Contractor shall accept the transfer of and accountability for Government-owned property from Contract DE-AC96-03PO92207.

H.31 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not the appropriate such information to its own use or to disclose such information to third parties, unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or information data it is given access to or is furnished, restricting the use and disclosure of the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clauses shall flow down to all appropriate subcontracts.
- (f) Technical data is addressed in DEAR 970.5227-1.

H.32 TRAVEL RESTRICTIONS

- (a) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
- (1) Federal Travel Regulations (FTR) for travel within the 48 states;
 - (2) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, an territories and possession of the United States; or
 - (3) Standardized Regulations (SR) for travel allowances in foreign areas.

The definitions of lodging, meals, and incidental expenses, and special or unusual situations of the above regulations are applicable to Contractor travel.

- (b) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for physical or medial needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.33 LOBBYING RESTRICTIONS

- (a) The Contractor agrees that none of the funds obligated on this contract to be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress described in 18 U.S.C 1913. This restriction is in addition to those prescribed elsewhere in applicable statute and regulation.

H.34 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above that:

At the expiration of the contract term or any earlier termination therefor, the Contractor shall cooperate with a successor Contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time

established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits. After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the PWS covered by the contract. A proposed date by which successor Contractor will assume full responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval. This clause shall apply to subcontracts as approved by the Contracting Officer. The Contractor shall be reimbursed for all reasonable phase-in and phase-out costs, i.e., costs incurred within the agreed period after contract expiration that result from phase-in and phase-out operations.

H.35 SERVICES

Services acquired by the Contractor for the Strategic Petroleum Reserve are acquired for the benefit of the Department of Energy and are immediately resold to the Government as a resale of services in accordance with Texas and Louisiana sales tax provisions.

H.36 ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS

(a) Assignment of DOE Prime Contracts.

During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts support site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Administration of Subcontracts.

The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the

Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.

(c) Transfer of Subcontracts.

On April 1, 2014, the Contractor shall assume responsibility for existing contracts and other agreements from the Contract Number DE-AC96-03PO92207. These include: (a) all subcontracts and purchase orders with the exception of incumbent contractor's parent company task orders, mentor-protégé agreements, and teaming agreements (b) consulting agreements, (c) regulatory agreement and permits, (d) site-wide plans (e.g., safety and security plans), and (e) other agreements in effect prior to the execution of this contract.

H.37 RECOGNITION OF PERFORMING ENTITY

- (a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

Fluor Federal Petroleum Operations, LLC

- (b) Accordingly, the Contractor and the Government agree that:

The Contractor shall take no action to replace the components of the Offeror named in Paragraph (a) above without the prior written approval of the Contracting Officer.

H.38 LITIGATION MANAGEMENT PROCEDURES

- (a) The Contractor (including entities named in Paragraph (a) of the provision in Section H entitled "Recognition of Performing Entity") shall prepare a Management of Litigation Procedure(s) compliant with Code of Federal Regulations Title 10 Subpart 719, which shall be submitted to the Contracting Officer within 60 days after the effective date of the contract, and shall be updated thereafter as required.
- (b) The SPR Chief Counsel is the authorized designee of the Contracting Officer for approval of this Procedure.
- (c) Reasonable litigation and other legal expenses are allowable when incurred in accordance with the DOE-approved Contractor legal management procedures (including cost guidelines) as such procedures may be revised from time to time, and if not otherwise made unallowable by law or the provisions of this contract.

H.39 ADVANCE UNDERSTANDING(S)

The following Advance Understanding is made a part of this contract:

An advance understanding on certain contractor costs is incorporated in Section J, Attachment A.

H.40 PROVISIONAL PAYMENT OF AWARD FEE

Monthly provisional payments of award fee in the amount of \$300,000 shall be made to the Contractor. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse the Government upon demand, payable with interest in accordance with contract clause I.71 entitled "Interest."

H. 41 Conference Management

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

- 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding

to the conference planners through Federal grants.

- 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.42 RISK MANAGEMENT AND INSURANCE PROGRAMS

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

1. BASIC REQUIREMENTS

- a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of

legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.

- b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 950.5070, Indemnification and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts; and FAR 31.205-19, DEAR 931.205-19, and DEAR 970.3102-05-19, Insurance and Indemnification.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- e. The contractor shall submit copies of all insurance policies or insurance arrangements to the contracting officer no later than 30 days after the purchase date.
- f. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.
- g. Ensure self-insurance programs include the following elements:
 - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

- (4) Accounting of self-insurance charges.
 - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (a) The claims reserve shall be held in a special fund or interest bearing account.
 - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
 - (d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
 - i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
2. PLAN EXPERIENCE REPORTING. The Contractor shall:
- a. Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (1) The amount paid for each claim.
 - (2) The amount reserved for each claim.
 - (3) The direct expenses related to each claim.
 - (4) A summary for the year showing total number of claims.
 - (5) A total amount for claims paid.
 - (6) A total amount reserved for claims.

- (7) The total amount of direct expenses.

 - b. Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
 - c. Provide additional claim financial experience data as may be requested on a case-by-case basis.
3. TERMINATING OPERATIONS. The Contractor shall:
- a. Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
 - b. Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
 - c. Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.
4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION.
- The Contractor shall:
- a. Obtain the written approval of the Contracting Officer for any change in program direction; and
 - b. Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.43 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (SEP 2015)

- (a) *Definitions. As used in this clause-*

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies

that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect cost.

"M&O Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any awarded contract, agreement, order or modification, etc. (other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

(b) *Limited Interim Reporting.*

- (1) The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor's business system can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.
- (2) Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.
- (3) The Contractor shall provide the data on first-tier small business subcontract transactions under the contract, as described in the *MOSRC Guide* via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to HQProcurementSystems@hq.doe.gov.

(c) *Full Reporting.*

The Contractor shall update their business systems and processes to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) for first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

(d) Pilot M&Os.

Oak Ridge National Laboratory, the National Security Campus at Kansas City Plant, and the National Renewable Energy Laboratory shall have their business

systems updated in order to provide the first FY16 report in April 2016 for March 2016 transactions.

H.44 MULTIFACTOR AUTHENTICATION FOR DOE INFORMATION SYSTEMS (JUN 2016)

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks by September 30, 2016. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach."

The Contractor shall periodically report its progress in achieving the implementation goal by September 30, 2016 as required by the Contracting Officer.

H.45 PAID LEAVE UNDER SECTION 3610 OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) TO MAINTAIN EMPLOYEES AND SUBCONTRACTORS IN A READY STATE

(a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID-19.

(2) The costs are incurred from January 31, 2020 through September 30, 2021.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

- (2) Its request reflects or will reflect as soon as known all applicable credits, including
- (i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127;
and
 - (ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

(End of clause)

PART 1 – THE SCHEDULE

SECTION I

CONTRACT CLAUSES

PART 1 – THE SCHEDULE

SECTION I

CONTRACT CLAUSES

Table of Contents

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. Note: * Denotes a change from previous modifications.

I.1	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	Full Text
I.2	FAR 52.202-1 DEAR 952.202-1	DEFINITIONS (NOV 2013) (AS MODIFIED BY DEAR DEFINITIONS FEB 2011)	Full Text
I.3	FAR 52.203-3	GRATUITIES (APR 1984)	By Reference
I.4	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	By Reference
I.5	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	By Reference
I.6	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	By Reference
I.7	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	By Reference
I.8	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	By Reference
I.9	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	By Reference

I.10	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	By Reference
I.11	FAR 52.203-14	DISPLAY OF HOTLINE POSTERS (JUN 2020)	Full Text*
I.12	FAR 52.204-1	APPROVAL OF CONTRACT (DEC 1989)	Full Text
I.13	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)	By Reference
I.14	FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT OCT 2016)	By Reference
I.15	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	By Reference
I.16	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	By Reference
I.17	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	By Reference
I.18	FAR 52.209-9	UPDATE OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)	By Reference
I.19	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	By Reference
I.20	FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)	By Reference
I.21	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	By Reference
I.22	FAR 52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	Full Text

I.23	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)	By Reference
I.24	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)	By Reference
I.25	FAR 52.219-16	LIQUIDATED DAMAGES- SUBCONTRACTING PLAN (JAN 1999)	By Reference
I.26	RESERVED		
I.27	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	By Reference
I.28	FAR 52.222-2	PAYMENT OF OVERTIME PREMIUM (JULY 1990)	Full Text
I.29	FAR 52.222-3	CONVICT LABOR (JUNE 2003)	By Reference
I.30	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS OVERTIME COMPENSATION (MAY 2014)	By Reference
I.31	FAR 52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)	By Reference
I.32	FAR 52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	By Reference
I.33	FAR 52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)	By Reference
I.34	FAR 52.222-9	APPRENTICES AND TRAINEES (JULY 2005)	By Reference
I.35	FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	By Reference
I.36	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)	By Reference
I.37	FAR 52.222-12	CONTRACT TERMINATION- DEBARMENT (MAY 2014)	By Reference
I.38	FAR 52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)	By Reference

I.39	FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	By Reference
I.40	FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)	By Reference
I.41	FAR 52.222-16	APPROVAL OF WAGE RATES (MAY 2014)	By Reference
I.42	FAR 52.222-20	CONTRACTS FOR MATEIRALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)	By Reference
I.43	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)	By Reference
I.44	FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)	By Reference
I.45	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	By Reference
I.46	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)	By Reference
I.47	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	By Reference
I.48	FAR 52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)	By Reference
I.49	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	By Reference
I.50	FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)	By Reference
I.51	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (MARCH 2015)	By Reference
I.52	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	By Reference

I.53	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	By Reference
I.54	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)	Full Text*
I.55	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	By Reference
I.56	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	By Reference
I.57	FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (JUNE 2016)	By Reference
I.58	FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUNE 2016)	By Reference
I.59	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)	By Reference
I.60	FAR 52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)	By Reference
I.61	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	By Reference
I.62	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	By Reference
I.63	FAR 52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	By Reference
I.64	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	By Reference

I.65	FAR 52.224-2	PRIVACY ACT (APR 1984)	By Reference
I.66	FAR 52.225-1	BUY AMERICAN - SUPPLIES (MAY 2014)	By Reference
I.67	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	By Reference
I.68	FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	Full Text
I.69	FAR 52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)	By Reference
I.70	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)	By Reference
I.71	FAR 52.232-17	INTEREST (MAY 2014)	By Reference
I.72	FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	By Reference
I.73	FAR 52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)	By Reference
I.74	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)	By Reference
I.75	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	By Reference
I.76	FAR 52.234-4	EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)	Full Text
I.77	FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	By Reference
I.78	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	By Reference
I.79	FAR 52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	By Reference
I.80	FAR 52.242-13	BANKRUPTCY (JUL 1995)	By Reference

I.81	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	By Reference
I.82	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUNE 2016)	By Reference
I.83	FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004)	Full Text
I.84	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	By Reference
I.85	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	By Reference
I.86	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	By Reference
I.87	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	Full Text*
I.88	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	By Reference
I.89	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	By Reference
I.90	DEAR 952.204-2	SECURITY (AUG 2016)	(By Reference)
I.91	DEAR 952.204-70	CLASSIFICATION/ DECLASSIFICATION (SEP 1997)	By Reference
I.92	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	By Reference
I.93	DEAR 952.204-77	COMPUTER SECURITY (AUG 2006)	By Reference
I.94	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (FEB 2011)	Full Text
I.95	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	Full Text
I.96	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (MAR 2011)	By Reference
I.97	DEAR 952.219-70	MENTOR-PROTÉGÉ PROGRAM (MAY 2000)	By Reference

I.98	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)	By Reference
I.99	DEAR 952.247-70	FOREIGN TRAVEL (JUNE 2010)	By Reference
I.100	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	By Reference
I.101	DEAR 970.5203-1	MANAGEMENT CONTROLS (JUNE 2007)	By Reference
I.102	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)	By Reference
I.103	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000)	By Reference
I.104	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)	By Reference
I.105	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)	By Reference
I.106	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION MAY 2015)	Full Text
I.107	DEAR 970.5208-1	PRINTING (DEC 2000)	By Reference
I.108	DEAR 970.5211-1	WORK AUTHORIZATION (MAY 2007)	By Reference
I.109	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000), ALTERNATE II (DEC 2000) AND ALTERNATE IV (DEC 2000)	Full Text
I.110	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (AUG 2009), ALTERNATE II (AUG 2009)	Full Text
I.111	DEAR 970.5215-4	COST REDUCTION (AUG 2009)	By Reference
I.112	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS-MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	By Reference

I.113	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	By Reference
I.114	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	By Reference
I.115	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	By Reference
I.116	DEAR 970.5223-6	EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL, ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)	By Reference
I.117	DEAR 970.5223-7	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)	By Reference
I.118	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	By Reference
I.119	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	By Reference
I.120	DEAR 970.5227-1	RIGHTS IN DATA—FACILITIES (DEC 2000)	By Reference
I.121	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	By Reference
I.122	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	By Reference
I.123	DEAR 970.5227-6	PATENT INDEMNITY SUBCONTRACTS (DEC 2000)	By Reference
I.124	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	By Reference
I.125	DEAR 970.5227-11	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, FOR PROFIT CONTRACTOR, NON- TECHNOLOGY TRANSFER (DEC 2000)	By Reference

I.126	DEAR 970.5228-1	INSURANCE-LITIGATION AND CLAIMS (JULY 2013)	By Reference
I.127	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	By Reference
I.128	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) ALTERNATE II (DEC 2000)	Full Text
I.129	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	By Reference
I.130	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000)	Full Text
I.131	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)	By Reference
I.132	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	Full Text
I.133	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	By Reference
I.134	DEAR 970.5232-6	STRATEGIC PARTNERSHIP PROJECTS FUDNING AUTHORIZATION (APRIL 2015)	By Reference
I.135	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	By Reference
I.136	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	By Reference
I.137	DEAR 970.5236-1	GOVERNMENT FACILITY SUB-CONTRACT APPROVAL (DEC 2000)	By Reference
I.138	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (AUG 2009)	By Reference
I.139	DEAR 970.5243-1	CHANGES (DEC 2000)	By Reference
I.140	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (AUG 2016) (DEVIATION)	Full Text
I.141	DEAR 970.5245-1	PROPERTY (AUG 2016)	By Reference

I.142	FAR 52.243-2	CHANGES – COST REIMBURSEMENT (AUG 1987)	By Reference
I.143	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)	By Reference
I.144	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)	By Reference
I.145	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	By Reference
I.146	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	By Reference
I.147	FAR 52.223-13	ACQUISITION OF EPEAT®- REGISTERED IMAGING EQUIPMENT (JUNE 2014)	By Reference
I.148	FAR 52.223-14	ACQUISITION OF EPEAT®- REGISTERED TELEVISIONS (JUNE 2014)	By Reference
I.149	FAR 52.225-9	BUY AMERICAN – CONSTRUCTION MATERIALS (MAY 2014)	By Reference
I.150	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	By Reference
I.151	FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – STATEMENTS (JAN 2017)	By Reference

I.1 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://farsite.hill.af.mil>, <http://www.acquisition.gov/far/>

<http://energy.gov/sites/prod/files/maprod/documents/EDEARMarch142011-OPAM-Policy.pdf>

I.2 FAR 52.202-1 DEFINITIONS (NOV 2013) AS MODIFIED BY DEAR 952.202-1 DEFINITIONS (FEB 2011)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

I.11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (JUN 2020)*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
<i>Department of Energy Office of Inspector General</i>	Office of Inspector General, Hotline Poster Department of Energy

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.12 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the DOE Procurement Executive or designee and shall not be binding until so approved.

I.22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 180 days of the expiration of the base contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 12 months before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

I.28 52.222-2 PAYMENT FOR OVERTIME PREMIUM (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed [*] or the overtime premium is paid for work –
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall –
 - (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

** Overtime premium established annually by modification.*

I.54 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021) ALTERNATE I (JUL 1995)

Material (If none, insert None) Identification No.

<u>None</u> _____	_____
_____	_____
_____	_____

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the

MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

I.68 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data in Volumes II and III, it is agreed that as a condition of award of this contract and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated June 28, 2012, upon which this contract is based.

I.76 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in Electronic Industries Standard 748 (EIA- 748) (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in EIA - 748 (current version at time of award), the Contractor shall—
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (d) The Contracting Officer may require an IBR at—
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.

- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors.)

As Required.

I.83 FAR 52.249-6 - TERMINATION (COST REIMBURSEMENT) (MAY 2004))

- (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 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.

I.87 FAR 52.252-6 AUTHORIZED IN CLAUSES (NOV 2020)*

(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 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.94 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)- ALTERNATE I (FEB 2011)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three (3) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information.
- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-
 - (A) Use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) Compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) Submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) Release such information unless such information has previously been released or otherwise made available to the public by the Department.
 - (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat

such information in accordance with any restrictions imposed on such information.

- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms “contract,” “Contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.

- (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.95 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed below or elsewhere in this contract, Section J, Attachment G are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
 - (1) Notify the Contracting Officer reasonably in advance;
 - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 - (3) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.106 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as

Privacy Act system of records are maintained in accordance with FAR 52.224-2
“Privacy Act.”

- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker’s compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act systems of records.
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor’s corporate headquarters);
 - (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The Contractor’s protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has

permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

- (c) Contract completion or termination. Upon contract completion or termination, the Contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the Contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the Contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The Contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A)

Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

I.109 DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000), ALTERNATE II (DEC 2000), ALTERNATE IV (DEC 2000)

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the Contracting Officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. The Contracting Officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the Contracting Officer. The total available fee amount shall be allocated to a twelve month cycle composed of one or more evaluation periods, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.
- (c) Determination of Total Available Fee Amount Earned.
 - (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements, including performance based incentives completed during the period, and determine

the total available fee amount earned. At the Contracting Officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.

- (2) The DOE Operations/Field Office Manager, or designee, will be the Deputy Assistant Secretary for Petroleum Reserves. The Contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
 - (3) The evaluation of Contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the Contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts" if contained in the contract.
 - (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor-
 - (i) Prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - (ii) Not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific

incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the Contracting Officer.

- (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
- (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The Contracting Officer shall notify the contractor-
 - (i) Of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - (ii) Of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - (iii) If such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and Contracting Officer agree. If the Contracting Officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the Contracting Officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination

will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- (f) Contractor self-assessment. Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within five (5) work days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

I.110 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.
- (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.

I.128 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) -- ALTERNATE II (DEC 2000)

- (a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the Contractor assumed responsibility on April 1, 2014. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to April 1, 2014, the Contractor shall be responsible in accordance with the terms and conditions of this contract.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The Contractor has the duty to inspect the facilities and sites and timely identify to the Contracting Officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The Contractor has the responsibility to take corrective action, as directed by the Contracting Officer and as required elsewhere in this contract.

I.130 DEAR 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000) -- ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000)

- (a) Payment of Total Available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.

- (b) **Payments on Account of Allowable Costs.** The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) **Special financial institution account-use.** All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.
- (d) **Title to funds advanced.** Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) **Financial settlement.** The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after-
 - (1) Compliance by the Contractor with DOE's patent clearance requirements;
and

- (2) The furnishing by the Contractor of-
- (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions-
 - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause, 48 CFR 970.5228-1, "Insurance-Litigation and Claims");
 - (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and
 - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the Contractor under this clause, there shall be deducted-

- (i) Any claim which the Government may have against the Contractor in connection with this contract; and
 - (ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore.
- (j) Determining allowable costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment,

will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

I.132 DEAR 970.5232-4 OBLIGATION OF FUNDS (DEC 2000)

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is dollars set forth in Section B. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this contract.
- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the Contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the Contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
 - (1) Collections accruing to the Contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract; and
 - (2) Other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.
- (c) Notices-Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of available funds (including

collections available under paragraph (a) of this clause), plus the Contractor's best estimate of collections to be received and available during the 90 day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 90 days and to cover the Contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the Contractor's fee then earned but not paid and any negotiated fixed amounts, is in the Contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the Contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.

- (d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees-
- (1) To comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
 - (2) To comply with other requirements of such plans and directives; and
 - (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

**I. 144 DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (AUG 2016)
DEVIATION (DOE POLICY FLASHES 2013-64 AND 2015-17)**

- (a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the

Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

- (b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of 48 CFR subpart 970.41.
- (c) *Acquisition of real property.* Real property shall be acquired in accordance with 48 CFR subpart 917.74.
- (d) *Advance notice of proposed subcontract awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.
- (e) *Audit of subcontractors.*
 - (1) The Contractor shall provide for-
 - (i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and
 - (ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
 - (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.
 - (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature

of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.

- (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).
- (f) *Bonds and insurance.*
- (1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of \$150,000. The Contractor shall consider the use of performance bonds in fixed-price non-construction subcontracts, where appropriate.
 - (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$150,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
 - (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than \$25,000, but not greater than \$100,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
 - (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.
- (g) *Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of \$500,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at \$500,000 or less.

- (h) *Construction and architect-engineer subcontracts.*
- (1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.
 - (2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."
 - (3) *Prevention of conflict of interest.*
 - (i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.
 - (ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
 - (iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.
- (i) *Contractor-affiliated sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.
- (j) *Contractor-subcontractor relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.
- (k) *Government Property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property, and 48 CFR 52.245-1, Government Property.
- (l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.
- (m) *Leasing of motor vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.

- (n) (Reserved)
- (o) *Management, acquisition and use of information resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.
- (p) *Priorities, allocations and allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.
- (q) *Purchase of special items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:
 - (1) Motor vehicles-48 CFR 908.7101
 - (2) Aircraft-48 CFR 908.7102
 - (3) Security Cabinets-48 CFR 908.7106
 - (4) Alcohol-48 CFR 908.7107
 - (5) Helium-48 CFR subpart 8.5
 - (6) Fuels and packaged petroleum products-48 CFR 908.7109
 - (7) Coal-48 CFR 908.7110
 - (8) Arms and Ammunition-48 CFR 908.7111
 - (9) Heavy Water-48 CFR 908.7121(a)
 - (10) Precious Metals-48 CFR 908.7121(b)
 - (11) Lithium-48 CFR 908.7121(c)
 - (12) Products and services of the blind and severely handicapped-41 CFR 101-26.701
 - (13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702.
- (r) *Purchase versus lease determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made-
 - (1) At time of original acquisition;
 - (2) When lease renewals are being considered; and
 - (3) At other times as circumstances warrant.

- (s) *Quality assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.
- (t) *Setoff of assigned subcontractor proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.
- (u) *Strategic and critical materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.
- (v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.
- (w) *Unclassified controlled nuclear information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.
- (x) *Subcontract flowdown requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:
 - (1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
 - (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
 - (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
 - (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
 - (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.
 - (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).
 - (7) Nondisplacement of Qualified Workers clause prescribed in 48 CFR 22.1207.
 - (8) Service Contract Reporting clause prescribed in 48 CFR 4.1705.
 - (9) Minimum Wages Under Executive Order 13658 clause prescribed in 48 CFR 22.1906.
- (y) *Legal services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.

STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE
U.S. DEPARTMENT OF ENERGY

WORK AUTHORIZATION DIRECTIVE

TO


Fluor Federal Petroleum Operations, LLC

Management and Operating (M&O) Contractor for the
U.S. Department of Energy Strategic Petroleum Reserve

- 1. TITLE: Petroleum Acquisition and Transportation
- 2. WORK AUTHORIZATION NO.: 2021-1.X 3. REVISION: 1
- 4. RESOURCE REQUIREMENTS: 5. PERFORMANCE PERIOD
FROM 10/01/20 TO 09/30/21

ESTIMATED COSTS: \$4,654,916

- 6. SUMMARY: Revised to incorporate the attached Baseline Change Request No. 2021-001. The Estimated Costs are increased by \$694,602 from \$3,960,314 to \$4,654,916.
- 7. DOE CONTRACTING OFFICER:



Justin Dudenhefer

9/16/21

Issue Date

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization Directive

Petroleum Acquisition and Transportation

I. DESCRIPTION OF WORK

Perform all related tasks associated with the acquisition and transportation of petroleum from domestic, Federal, or foreign sources to the Strategic Petroleum Reserve (SPR). Includes overseas shipping, inland waterways, coastal shipping, pipelines, terminals, and tankage as well as all applicable taxes and tariffs.

Also, perform all related tasks associated with the drawdown, fill, sale, exchange storage, and distribution of SPR petroleum. Includes overseas shipping, inland waterways, coastal shipping, and pipelines.

II. DELIVERABLES

To Be Determined.

III. PERFORMANCE MEASURES

None.

BASELINE CHANGE REQUEST (BCR)

Request Date: 6/14/2021

Request No. 2021-001

Initiating Org: FFPO

M&O Director Name: Landry, Scott

DOE Sponsor Name: Gele, Lionel

DOE APM: M&O - Lionel Gele

Title:

BCR 2021-001

Executive Summary:

The Petroleum Acquisition and Transportation account is expected to exceed current WAD cost authority based on completed sales and the ESIM DEA. The WAD total was \$3,960,314, this BCR 2021-001 will increase the WAD by \$694,602, resulting in the WAD being \$4,654,916.

Attach Other Supporting Documentation Here:

Funding Impact:

No impact.

Funding Sources: Additional Obligation NO...

Financial Attachments:

+ Add ✎ Edit ✖ Delete 💾 Save

WAD DESCRIPTION

WAD CHANGE AMOUNT

(Add new row)

Net Change:

\$0.00

Requested Cost Change:

694,602.00

Approved Cost Change:

694,602.00

Requested Obligation Change:

0.00

Approved Obligation Change:

0.00

Schedule Impact:

Not Applicable

M&O Contractor Signature List

Requested By:

Tabor, Salena

Date:

6/14/2021

Project Control Manager

Armstrong, Kim

Project Control Disposition

Approve

Date:

6/15/2021

Configuration Manager

Roussel, Bryan

Configuration Mgr. Disposition

Approve

Date:

6/15/2021

Project Manager

Evans, Dan

Project Manager Disposition

Approve

Date:

6/15/2021

DOE Signature List

DOE Sponsor

Gele, Lionel

DOE Sponsor Disposition

Approve

Date:

6/16/2021

Comments:

Comments required for all disapprovals....

DOE Director

Gele, Lionel

DOE Director Disposition

Approve

Date:

6/16/2021

Gele, Lionel

Approve

6/16/2021

Comments:

Comments required for all disapprovals...

DOE APM

Gele, Lionel

DOE APM Disposition

Approve

Date:

6/16/2021

Comments:

Approved the Request due to additional info submitted by FFPO email dated 6/16/2021 stating the a majority of the increase to the

DOE P&FM

Bogan, Shunda

DOE P&FM Disposition

Approve

Date:

6/16/2021

Comments:

Comments required for all disapprovals...

DOE PM

Oosterling, Paul

DOE PM Disposition

Approve

Date:

6/15/2021

Comments:

Comments required for all disapprovals...

BASELINE CHANGE REQUEST

<u>TO:</u>		Current Execution
COST		FY2021 - Fin Plan #7
CURRENT	0700 Petroleum Acquisition and Transportation	\$ 3,960,314
CHANGE		\$ 694,602
REVISED	0700 Petroleum Acquisition and Transportation	\$ 4,654,916

BASELINE CHANGE REQUEST
PAT Cost Details

SALE	AMOUNT	SOURCE
FY20 Exchange \$18.3M Barrels	\$ 576,875	FY21 Actuals
FY21 Mandatory Sale	\$ 2,170,337	LRE
FY21 Modernization Sale (ESIM)	\$ 1,907,704	DEA
Total FY21 Estimated Costs	\$ 4,654,916	

Return Exchange for Storage - \$18.3M Barrels
Summary of FY 2021 Cost

Description	WBS Element	Cost Element	Cost Element Description	WAD	Actual
NO EXCHANGE 3RD PARTY INSPECTION/TESTING	01800031-30-30	50330	Inspctns/Test/Survey	X	\$131,454
NO EXCHANGE CRUDE OIL LOGISTICS CONSULT	01800032-30-30	50030	Technical Support	X	\$5,576
BM EXCHANGE ENVIRONMENTAL	02730001-30-30	50215	Equipment & Supplies	X	\$3,035
BM EXCHANGE CORRECTIVE MAINTENANCE	02790031-30-30	50175	Materials: Inhibitor	X	\$10,021
BM EXCHANGE CORRECTIVE MAINTENANCE	02790031-30-30	50345	Maintnce/Repair Svcs	X	\$6,866
BM EXCHANGE LOE WIRELINE	02800032-30-30	50420	Wireline Services	X	\$12,440
BM EXCHANGE LOE SITE OPERATIONS	02800033-30-30	50010	Labor - Overtime	X	\$3,935
WH EXCHANGE CORRECTIVE MAINTENANCE	03790031-30-30	50175	Materials: Inhibitor	X	\$16,475
WH EXCHANGE CORRECTIVE MAINTENANCE	03790031-30-30	50215	Equipment & Supplies	X	\$1,809
WH EXCHANGE CORRECTIVE MAINTENANCE	03790031-30-30	50375	Pigging Services	X	\$4,884
WH EXCHANGE LOE OPERATIONS	03800032-30-30	50010	Labor - Overtime	X	\$2,153
WH EXCHANGE CLEANING OF BRINE DISPOSAL	03800033-30-30	50260	Brine Disposal Maint	X	(\$740)
WH EXCHANGE POWER	03880031-30-30	50555	Power/Utilities	X	\$187,813
BC EXCHANGE LOE OPERATIONS	04800037-30-30	50010	Labor - Overtime	X	\$20,983
BC EXCHANGE LOE OPERATIONS	04800037-30-30	50420	Wireline Services	X	\$27,285
BC EXCHANGE POWER	04880037-30-30	50555	Power/Utilities	X	\$65,692
BH EXCHANGE ENVIRONMENTAL	08730001-30-30	50215	Equipment & Supplies	X	\$2,677
BH EXCHANGE ENVIRONMENTAL	08730001-30-30	50225	Laboratory Supplies	X	\$2,105
BH EXCHANGE CORRECTIVE MAINTENANCE	08790031-30-30	50010	Labor - Overtime	X	\$1,822
BH EXCHANGE CORRECTIVE MAINTENANCE	08790031-30-30	50175	Materials: Inhibitor	X	\$9,885
BH EXCHANGE CORRECTIVE MAINTENANCE	08790031-30-30	50195	Materials: Pipeline	X	\$12,367
BH EXCHANGE CORRECTIVE MAINTENANCE	08790031-30-30	50430	Equipment Rental	X	\$583
BH EXCHANGE LOE WIRELINE	08800031-30-30	50420	Wireline Services	X	\$14,935
BH EXCHANGE LOE OPERATIONS	08800032-30-30	50010	Labor - Overtime	X	\$38,844
BH EXCHANGE POWER	08880031-30-30	50555	Power/Utilities	X	(\$6,024)
			TOTAL		\$576,875

Monthly CST Analysis
FY21 Mandatory Sale
Section 501(a)(2) of Division O of the Consolidated Appropriations Act, 2018 (Public Law 115-141) and
Section 403(a)(4) of the Bipartisan Budget Act of 2015 (Public Law 114-74)
as of May 26, 2021

	Plan	LRE	Actual	Variance	Analysis
<u>New Orleans</u>					
Data Systems	\$ 97,821	\$ 97,821	\$ 44,565	\$ -	Actual: \$45K for hardware maintenance renewal for Cyber Security scanning appliances.
Operations	\$ 266,000	\$ 65,380	\$ 65,380	\$ 200,620	Actual: \$65K for inspections. LRE: \$201K less than plan as a result of the construction cancellation contingency (\$100K), inspections (\$76K) and consulting fees (\$25K).
Maintenance	\$ 5,000	\$ -	\$ -	\$ 5,000	LRE: No overhead flights were required.
	\$ 368,821	\$ 163,201	\$ 109,945	\$ 205,620	
<u>Bryan Mound</u>					
Power	\$ -	\$ -	\$ -	\$ -	
Operations	\$ 162,324	\$ 111,775	\$ 42,675	\$ 50,549	Actual: \$43K for OT. LRE: \$51K less than plan as a result of lower wirelines (\$65K), partially offset by higher OT (\$14K).
Maintenance	\$ 63,195	\$ 54,663	\$ 36,734	\$ 8,532	Actual: \$31K for a valve repair, \$2K for inhibitor, \$2K a wellhead test for BM 102C and OT (\$1K). LRE: \$9K less than plan as a result of lower OT (\$6K) and repairs (\$2K).
Terminaling Services	\$ 1,822,000	\$ 1,200,000	\$ 836,298	\$ 622,000	Actual: \$836K for terminaling. LRE: \$622K less than plan.
Environmental	\$ 5,191	\$ 1,496	\$ -	\$ 3,695	LRE: Environmental supplies are expected to be \$4K less than plan.
	\$ 2,052,710	\$ 1,367,934	\$ 915,707	\$ 684,776	
<u>West Hackberry</u>					
Power	\$ 295,507	\$ 153,660	\$ 153,660	\$ 141,847	Actual: \$154K for power. LRE: \$142K less than plan.
Operations	\$ 188,031	\$ 188,031	\$ 18,206	\$ -	Actual: \$18K for OT.
Maintenance	\$ 66,072	\$ -	\$ -	\$ 66,072	LRE: No repairs were required.
Terminaling Services	\$ -	\$ -	\$ -	\$ -	
Environmental	\$ 4,178	\$ -	\$ -	\$ 4,178	LRE: No environmental supplies were purchased.
	\$ 553,788	\$ 341,691	\$ 171,866	\$ 212,097	
<u>Big Hill</u>					
Power	\$ 330,807	\$ 148,000	\$ 148,000	\$ 182,807	Actual: \$148K for power. LRE: \$183K less than plan.
Operations	\$ 148,496	\$ 148,496	\$ 16,575	\$ -	Actual: \$17K for OT.
Maintenance	\$ 64,363	\$ 1,014	\$ 1,014	\$ 63,349	Actual: \$1K for OT. LRE: \$63K lower than plan as a result of less OT (\$6K) and repairs (\$57K).
Terminaling Services	\$ -	\$ -	\$ -	\$ -	
Environmental	\$ 3,418	\$ -	\$ -	\$ 3,418	LRE: No environmental supplies were purchased.
	\$ 547,084	\$ 297,510	\$ 165,589	\$ 249,574	
Total	\$ 3,522,403	\$ 2,170,337	\$ 1,363,107	\$ 1,352,066	
<u>M&O Contractor</u>					
Data Systems	\$ 97,821	\$ 97,821	\$ 44,565	\$ -	
Power	\$ 626,314	\$ 301,660	\$ 301,660	\$ 324,654	
Operations	\$ 764,851	\$ 513,682	\$ 142,836	\$ 251,169	
Maintenance	\$ 198,630	\$ 55,677	\$ 37,748	\$ 142,953	
Terminaling Services	\$ 1,822,000	\$ 1,200,000	\$ 836,298	\$ 622,000	
Environmental	\$ 12,787	\$ 1,496	\$ -	\$ 11,291	
Total	\$ 3,522,403	\$ 2,170,337	\$ 1,363,107	\$ 1,352,066	
<u>DOE Contracts</u>					
Power	\$ 145,978	\$ 145,978	\$ -	\$ -	
Terminaling Services	\$ 117,000	\$ 117,000	\$ -	\$ -	
Demurrage	\$ 33,000	\$ 33,000	\$ -	\$ -	
Total	\$ 295,978	\$ 295,978	\$ -	\$ -	
(1) - Responsibility of DOE					

Multi-Year Oil Sales
Section 404 of the Bipartisan Budget Act of 2015 (Public Law 114-74)
FY 2021

DEA - Based upon Successful Awards Report (SAR)

FUNCTION / SUBFUNCTION	Volume (MMB):					Explanation
	6.6	1.9	3.0	1.8		
	TOTAL	New Orleans	Bryan Mound	West Hackberry	Big Hill	
SECURITY	0	0	0	0	0	
DATA SYSTEMS	0	0	0	0	0	
POWER	525	0	75	208	243	Latest estimate per SME. Estimate includes direct power, 4CP and ratchet charges.
ENVIRONMENTAL NON-LABOR	8	0	2	4	2	Bottles, drums, overpacks, and waste removal.
ENVIRONMENTAL SUBTOTAL	8	0	2	4	2	
OPERATIONS						
OVERTIME	38	0	13	16	10	Overtime (OT) is estimated using previous sales actual OT hours to barrels sold.
3 rd PARTY INSPECTION / TESTING SVCS	105	105	0	0	0	Estimate is based on 32 cargos estimated using the SAR and current rates for quantity and quality inspection with additional testing for H2S. Estimate consists of \$92K for inspection and \$13K for H2S testing.
WIRELINE SURVEYS	219	0	68	83	68	Interface wireline is estimated as 1 per primary cavern used (4 per site) for a total of 12. A total of 6 sonars will be taken (2 per site).
CRUDE OIL COMMERCIAL CONSULTANT	5	5	0	0	0	Consultant will advise the M&O Contractor COL team during sales on current market conditions, logistical constraints and other industry circumstances that may impact sales. In addition, the COL Consultant may be needed to evaluate anomalies that may occur during the oil sales and provide a recommended course of action. However, the close proximity to Mandatory sales allowed for similar Market conditions, thus lessening the need for upfront analysis and evaluation.
TERMINALLING / THROUGHPUT	965	0	965	0	0	Volume based on the Successful Awards Report. The only tariff cost is \$0.77 per barrel at Seaway docks for Bryan Mound.
H ₂ S SCAVENGER	0	0	0	0	0	No additional costs associated with H2S scavenger are planned. H2S scavenger was used in the FY17 MYOS 21st Century Cures Act sales.
DEMURRAGE	20	0	20	0	0	Estimate that 1 of 3.6 vessel shipments will incur an estimated \$20K charge. Three vessels are projected at BM.
OPERATIONS SUBTOTAL	1,352	110	1,066	99	78	
MAINTENANCE						
AIRCRAFT RENTAL	5	5	0	0	0	Additional overflights as required. This is a contingency in the event of an upset condition that causes a spill or to investigate possible leaks.
OVERTIME	12	0	4	3	5	OT is estimated using previous sales actual OT hours to barrels sold.
RENTAL EQUIPMENT	0	0	0	0	0	
UNPLANNED / EQUIP REPAIRS / CONTINGENCY	81	0	27	27	27	Materials required for work orders. Estimate is based on previous sales.
MAINTENANCE SUBTOTAL	98	5	31	31	32	
CONSTRUCTION (PROJECTS PUT ON HOLD)	0	0	0	0	0	No planned construction projects are expected to be cancelled at this time to accommodate this sale.
TOTAL	1,984	115	1,173	341	355	
RETURN TO OP READINESS						
SUBCONTRACTORS						
LAY UP & CLEAN HEAT EXCHANGERS	0	0	0	0	0	
INHIBITOR	18	0	7	8	3	Pipeline inhibitor cost.
RETURN TO OP READINESS SUBTOTAL	18	0	7	8	3	
TOTAL	2,002	115	1,180	349	358	

FFPO Contracts	1,908	115	1,086	349	358	
DOE Contracts (BM Power, Terminalling / Throughput WH and BH and Demurrage all sites)	95	0	95	0	0	
Total	2,002	115	1,180	349	358	

Section 404 of the Bipartisan Budget Act of 2015 (Public Law 114-74)
FY 2021

Cost Cent	Cost Center Description	WBS Element	WBS Description	Cost Element	Cost Element Description	Type	Plan	Plan	Plan	Plan	Plan	Plan	Plan
							FY21 Total	May	Jun	Jul	Aug	Sep	Oct
81179	NO PA MAINT - MNT	01790001-80-05	NO MYOS LOE MAINTENANCE	50435	Aircraft Rental	Cost	\$5,000.00		\$5,000				
81180	NO PA OPERTNS - OPS	01800001-80-05	NO MYOS 3RD PARTY INSPECTION/TESTING SER	50330	Insptns/Test/Survey	Cost	\$105,000.00		\$105,000				
81180	NO PA OPERTNS - OPS	01800001-80-06	NO MYOS CRUDE OIL LOGISTICS CONSULTANT	50030	Technical Support	Cost	\$5,000.00		\$5,000				
81180	NO PA OPERTNS - OPS	01800004-80-04	NO MYOS CONTRACT CANCELLATION CONTINGENCY	50405	Services - Other	Cost	\$0.00		\$0				
81180	NO PA OPERTNS - OPS	01800005-80-05	NO MYOS H2S SCAVENGER	50405	Services - Other	Cost	\$0.00						
82170	BM PA TERMINALING	02700001-80-05	BM MYOS SEAWAY TERMINALING	50256	Terminaling	Cost	\$965,000.00		\$965,000				
82173	BM PA ES&H - ENV	02730001-80-05	BM MYOS LOE SITE ENVIRONMENTAL	50225	Laboratory Supplies	Cost	\$2,342.00		\$2,342				
82179	BM PA MAINT - MNT	02790001-80-01	BM MYOS CORRECTIVE MAINTENANCE (CM) SITE	50010	Labor - Overtime	Cost	\$3,580.00		\$3,580				
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50170	Materials: I&C Elect	Cost	\$273.39		\$273				
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50175	Materials: Inhibitor	Cost	\$7,000.00			\$7,000			
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50200	Materials: P/M/V/A	Cost	\$17,516.10		\$17,516				
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50345	Maintnce/Repair Svcs	Cost	\$8,123.43		\$8,123				
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50430	Equipment Rental	Cost	\$575.29		\$575				
82179	BM PA MAINT - MNT	02790001-80-05	BM MYOS CORRECTIVE MAINTENANCE (CM) SIT	50215	Equipment & Supplies	Cost	\$642.79		\$643				
82180	BM PA OPERATIONS -	02800002-80-05	BM MYOS LOE WIRELINE	50420	Wireline Services	Cost	\$68,000.00			\$68,000			
82180	BM PA OPERATIONS -	02800003-80-01	BM MYOS LOE SITE OPERATIONS	50010	Labor - Overtime	Cost	\$12,780.00		\$12,780				
83173	WH PA ENV CTRL - EN	03730001-80-05	WH MYOS LOE ES&H - ENV	50225	Laboratory Supplies	Cost	\$3,735		\$3,735				
83179	WH PA MAINT - MNT	03790001-80-01	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50010	Labor - Overtime	Cost	\$3,406.00		\$3,406				
83179	WH PA MAINT - MNT	03790001-80-01	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50170	Materials: I&C Elect	Cost	\$273.06		\$273				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50175	Materials: Inhibitor	Cost	\$8,000.00			\$8,000			
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50195	Materials: Pipeline	Cost	\$9,920.33		\$9,920				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50200	Materials: P/M/V/A	Cost	\$8,663.35		\$8,663				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50215	Equipment & Supplies	Cost	\$858.11		\$858				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50345	Maintnce/Repair Svcs	Cost	\$2,809.14		\$2,809				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50375	Pigging Services	Cost	\$2,583.84		\$2,584				
83179	WH PA MAINT - MNT	03790001-80-06	WH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50430	Equipment Rental	Cost	\$2,023.16		\$2,023				
83180	WH PA OPERTNS - OPS	03800001-80-05	WH MYOS LOE WIRELINE	50420	Wireline Services	Cost	\$83,000.00			\$83,000			
83180	WH PA OPERTNS - OPS	03800002-80-01	WH MYOS LOE OPERATIONS	50010	Labor - Overtime	Cost	\$15,996.00		\$15,996				
83188	WH PA POWER - PWR	03880001-80-20	WH MYOS POWER	50555	Power/Utilities	Cost	\$208,085.00		\$127,802	\$26,761	\$26,761	\$26,761	\$0
88173	BH PA ENV CTRL - EN	08730001-80-05	BH MYOS LOE SITE ES&H - ENV	50225	Laboratory Supplies	Cost	\$2,279.00		\$2,279				
88179	BH PA MAINT - MNT	08790001-80-01	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50010	Labor - Overtime	Cost	\$4,734.00		\$4,734				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50170	Materials: I&C Elect	Cost	\$659.54		\$660				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50175	Materials: Inhibitor	Cost	\$3,000.00			\$3,000			
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50195	Materials: Pipeline	Cost	\$2,705.23		\$2,705				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50200	Materials: P/M/V/A	Cost	\$23,105.38		\$23,105				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50215	Equipment & Supplies	Cost	\$349.66		\$350				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50345	Maintnce/Repair Svcs	Cost	\$183.75		\$184				
88179	BH PA MAINT - MNT	08790001-80-05	BH MYOS CORRECTIVE MAINTENANCE (CM) SITE	50430	Equipment Rental	Cost	\$127.44		\$127				
88180	BH PA OPERTNS - OPS	08800001-80-05	BH MYOS LOE WIRELINE	50420	Wireline Services	Cost	\$68,000.00			\$68,000			
88180	BH PA OPERTNS - OPS	08800002-80-01	BH MYOS LOE OPERATIONS	50010	Labor - Overtime	Cost	\$9,664.00		\$9,664				
88188	BH PA POWER - PWR	08880001-80-20	BH MYOS POWER	50555	Power/Utilities	Cost	\$242,710.42		\$106,720	\$45,330	\$45,330	\$45,330	\$0

FFPO Subtotal:

Cost	\$1,907,704	\$0	\$1,454,431	\$309,091	\$72,091	\$72,091	\$0
------	-------------	-----	-------------	-----------	----------	----------	-----

DOE Items:

West Hackberry Terminaling Cost	\$0
Big Hill Terminaling Cost	\$0
Bryan Mound Demurrage Cost	\$20,000
Big Hill Demurrage Cost	\$0
West Hackberry Demurrage Cost	\$0
Bryan Mound Power Cost	\$74,503

DOE Subtotal:

Cost	\$94,503
------	----------

Total Oil Sales Budget:

Cost	\$2,002,207
------	-------------

STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE
U.S. DEPARTMENT OF ENERGY

WORK AUTHORIZATION DIRECTIVE

TO

Fluor Federal Petroleum Operations, LLC

Management and Operating (M&O) Contractor for the
U.S. Department of Energy Strategic Petroleum Reserve


1. TITLE: Maintenance Program
2. WORK AUTHORIZATION NO.: 2021-1.M
3. REVISION: 2
4. RESOURCE REQUIREMENTS:
5. PERFORMANCE PERIOD
FROM 10/01/20 TO 09/30/21

ESTIMATED COSTS: \$39,720,360

Change in Inventory: \$1,111,798

6. SUMMARY: Revised to incorporate the attached Baseline Change Request No. 2021-002. The Estimated Costs are increased by \$3,130,456 from \$36,589,904 to \$39,720,360.

7. DOE CONTRACTING OFFICER:


Justin Dudenhefer

9/16/21
Issue Date

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveMaintenance ProgramI. DESCRIPTION OF WORK

The Contractor shall provide the resources required to maintain the facility, equipment, vehicles, utilities, systems, and infrastructure to support drawdown readiness, drawdown, crude oil sales, and any other site activities in a safe, cost-effective, efficient, timely, and environmentally compliant manner.

Responsibilities include repair, modifications, installations, preventive maintenance, corrosion control, Recovery Program, predictive maintenance, corrective maintenance, provisioning, cataloguing, calibration, and grounds maintenance.

The Contractor, in the performance of assigned responsibilities, shall ensure compliance with SPRPMO O 433.1B, Maintenance Management Program.

The Contractor shall perform preventive maintenance in order to minimize facility or equipment failure and to enhance the reliability of systems and equipment essential for operations. The Contractor shall perform corrective maintenance to support operational requirements, and other non-compliant conditions, and establish predictive maintenance techniques to identify possible failures.

The Contractor in the process of maintaining the facilities/support equipment shall calibrate applicable equipment, evaluate current equipment configuration; remove and excess unneeded equipment, perform equipment modification, upgrades, and overhauls to include Recovery Program equipment.

The Contractor shall establish a support system that measures, evaluates, and reports on the performance of maintenance activities and the maintenance of Government assets that are leased.

The Contractor will ensure Lessees of Government-owned SPR assets perform all maintenance in accordance with the latest Government-approved lessee maintenance plan or corrective action plan approved by DOE.

The Contractor will conduct the required maintenance programs for all Government-owned equipment and assets, including both on-site and off-site locations.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Monthly Maintenance Status Report (E)	15 th of the month following data cut-off date
2. Predictive Maintenance Quarterly Status Report (E)	31 calendar days following the end of the quarter
3. Site Maintenance Plan, including prioritized list of projects (E)	Each year by January 31
4. Quarterly Pump/Motor Confidence Index (PMCI) Critical Equipment Test Run Data (E)	15 th of the month following the end of the quarter

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.M
 PERFORMANCE AREA: Maintenance Program
 FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. Execute a Maintenance Program at the SPR sites to support a high level of operational readiness.	The calculated Maintenance Performance Appraisal Report (MPAR) percentage reported in the monthly Maintenance Status Report.	≥ 95 point fiscal year average SPR-wide and ≥ 94 point fiscal year average at each SPR site	≥ 98 point fiscal year average SPR-wide and ≥ 95 point fiscal year average at each SPR site

BASELINE CHANGE REQUEST (BCR)

Request Date: 8/18/2021

Request No. 2021-002

Initiating Org: FFPO

M&O Director Name: VonHoltz, Phill

DOE Sponsor Name: Gele, Lionel

DOE APM: M&O - Lionel Gele

Title:

BCR 2021-002

Executive Summary:

Maintenance is expected to exceed current WAD cost authority based on emergency work and excessing of items damaged by Hurricane Laura. The WAD total was \$36,589,904. This BCR 2021-002 will increase the WAD by \$3,130,456, resulting in the WAD being \$39,720,360. Please note that inventory will remain the same at \$1,111,798.

Attach Other Supporting Documentation Here:

Funding Impact:

No impact.

Funding Sources: Additional Obligation NO...

Financial Attachments:

+ Add ✎ Edit ✖ Delete 💾 Save

WAD DESCRIPTION

WAD CHANGE AMOUNT

(Add new row)

Net Change:

\$0.00

Requested Cost Change:

3,130,456.00

Approved Cost Change:

3,130,456.00

Requested Obligation Change:

0.00

Approved Obligation Change:

0.00

Schedule Impact:

Not Applicable

M&O Contractor Signature List

Requested By:

Tabor, Salena

Date:

8/18/2021

Project Control Manager

Armstrong, Kim

Project Control Disposition

Approve

Date:

8/18/2021

Configuration Manager

Roussel, Bryan

Configuration Mgr. Disposition

Approve

Date:

8/18/2021

Project Manager

Evans, Dan

Project Manager Disposition

Approve

Date:

8/18/2021

DOE Signature List

DOE Sponsor

Gele, Lionel

DOE Sponsor Disposition

Approve

Date:

8/23/2021

Comments:

Comments required for all disapprovals....

DOE Director

Gele, Lionel

DOE Director Disposition

Approve

Date:

8/23/2021

Gele, Lionel

Approve

8/23/2021

Comments:

Comments required for all disapprovals...

DOE APM

Gele, Lionel

DOE APM Disposition

Approve

Date:

8/23/2021

Comments:

Comments required for all disapprovals...

DOE P&FM

Bogan, Shunda

DOE P&FM Disposition

Approve

Date:

8/23/2021

Comments:

Comments required for all disapprovals...

DOE PM

Oosterling, Paul

DOE PM Disposition

Approve

Date:

8/18/2021

Comments:

Comments required for all disapprovals...

BASELINE CHANGE REQUEST

<u>TO:</u>		Current Execution
COST		FY2021 - Fin Plan #9
CURRENT	SA0804 Maintenance	\$ 36,589,904 *
CHANGE		\$ 3,130,456
REVISED	SA0804 Maintenance	\$ 39,720,360

*Please note that Inventory remains the same at \$1,111,798.

Description	WBS	GL	GL Description	WAD	Amount	Justifications
WH EWA DO 306 HURRICANE LAURA REPAIRS	03042227-05-10	50405	Services - Other	M	\$ 800,000	Emergency work authorizations are not planned in the AOP.
BM EWA DO 201 REPAIR LEAK NEAR BLDG 201	02042311-05-05	50405	Services - Other	M	\$ 305,157	Emergency work authorizations are not planned in the AOP.
WH EWA DO 305 REPAIR FW PIPING CAV110	03042225-05-05	50405	Services - Other	M	\$ 224,941	Emergency work authorizations are not planned in the AOP.
BH EWA DO 812 FW LEAK REPAIR MAIN ROAD	08042363-05-05	50405	Services - Other	M	\$ 200,000	Emergency work authorizations are not planned in the AOP.
WH EWA DO 307 REPAIR FLUSH PIPING	03042235-05-05	50405	Services - Other	M	\$ 129,921	Emergency work authorizations are not planned in the AOP.
BH EWA DO 807 BRINE POND LINER INSPECT	08042352-05-05	50405	Services - Other	M	\$ 93,688	Emergency work authorizations are not planned in the AOP.
WH EWA DO 304 CO MANIFOLD PIPING	03042224-05-05	50405	Services - Other	M	\$ 64,515	Emergency work authorizations are not planned in the AOP.
BH EWA DO 802 SUBST LIGHTING MAST REPAIR	08042360-05-05	50405	Services - Other	M	\$ 50,000	Emergency work authorizations are not planned in the AOP.
BM EWA DO 211 REPAIR CO PIPE METER SKID	02042308-05-05	50405	Services - Other	M	\$ 46,004	Emergency work authorizations are not planned in the AOP.
BC EWA DO 401 REPAIR BCSG-1B 4160V	04042155-05-05	50405	Services - Other	M	\$ 34,101	Emergency work authorizations are not planned in the AOP.
WH EWA DO 303 PIPELINE REPAIR ACTION	03042222-70-70	50405	Services - Other	M	\$ 17,824	Emergency work authorizations are not planned in the AOP.
BH EWA DO 801 BHTX-2 REPAIRS AND TESTING	08042329-05-05	50405	Services - Other	M	\$ 1,434	Emergency work authorizations are not planned in the AOP.
WH HURRICANE LAURA EXCESS	03042227-05-20	50170	Materials: I&C Elect	M	\$ 1,096,510	Additional costs needed for excess inventory items damaged by Hurricane(s).
WH HURRICANE LAURA EXCESS	03042227-05-20	50215	Equipment & Supplies	M	\$ 23,198	Additional costs needed for excess inventory items damaged by Hurricane(s).
WH HURRICANE LAURA EXCESS	03042227-05-20	50495	DS Hardware Purchase	M	\$ 15,785	Additional costs needed for excess inventory items damaged by Hurricane(s).
WH HURRICANE LAURA EXCESS	03042227-05-20	50200	Materials: P/M/V/A	M	\$ 15,155	Additional costs needed for excess inventory items damaged by Hurricane(s).
WH HURRICANE LAURA EXCESS	03042227-05-20	50225	Laboratory Supplies	M	\$ 8,875	Additional costs needed for excess inventory items damaged by Hurricane(s).
WH HURRICANE LAURA EXCESS	03042227-05-20	50230	Graphics/Repro Suppl	M	\$ 3,348	Additional costs needed for excess inventory items damaged by Hurricane(s).
					\$ 3,130,456	

STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE
U.S. DEPARTMENT OF ENERGY

WORK AUTHORIZATION DIRECTIVE

TO

Fluor Federal Petroleum Operations, LLC

Management and Operating (M&O) Contractor for the
U.S. Department of Energy Strategic Petroleum Reserve

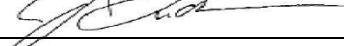
- 1. TITLE: Technical Support and Management
- 2. WORK AUTHORIZATION NO.: 2021-1.T
- 3. REVISION: 2
- 4. RESOURCE REQUIREMENTS:
- 5. PERFORMANCE PERIOD
FROM 10/01/20 TO 09/30/21

ESTIMATED COSTS: \$54,946,016

DOE MANAGEMENT: \$94,950

PROVISIONAL AWARD FEE: \$1,044,341

- 6. SUMMARY: Revised to incorporate the attached Baseline Change Request No. 2021-003. Estimated Costs are increased by \$2,406,006 from \$52,540,010 to \$54,946,016.

- 7. DOE CONTRACTING OFFICER: 
Justin Dudenhefer

2/2/21
Issue Date

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - EngineeringI. DESCRIPTION OF WORK

Provide resources for engineering services in support of the Strategic Petroleum Reserve (SPR) mission, including: Design Engineering, Systems Engineering, Project Integration and Management Engineering, Maintenance Engineering, Chemical Engineering (for Vapor Pressure Mitigation) Operations/Logistics Engineering, Configuration Management, and Drafting Services.

Perform engineering and technical efforts so that SPR requirements are transformed into integrated operational systems and assure the systems are operated in accordance with the project requirements. This shall include totally integrated effort of engineering analysis, systems engineering, process engineering, test engineering, design engineering, logistics engineering, fire protection engineering, maintenance engineering (including predictive maintenance and failure analysis), and industrial engineering in an operating process and storage facility setting to assure operations and maintenance of SPR systems, equipment, and facilities meet technical, regulatory, and performance requirements in conjunction with schedule and cost objectives. All work shall be completed on or before approved milestone date(s) and in accordance with approved estimate(s). The engineering functions also include: systems engineering, configuration management, documentation control, drawing system control, drafting services, specifications and standards library, change control, cost estimating, technical writing, software programming, software system analysis, software laboratory, and the other normal administrative/technical services necessary for an integrated and efficient engineering effort. Engineering will incorporate life-cycle cost, Environmental, Safety and Health (ES&H), Security, Process Safety Management, Process Hazard Analysis (PHA), and reliability, availability, and maintainability (RAM) elements into engineering efforts, including designs and design reviews.

The M&O contractor shall support the Strategic Petroleum Reserve Project Management Office (SPRPMO) in the integration of **all** SPRPMO program activities, including but not limited to those identified and approved in the current version of the SPRPMO 0025 Ten Year Site Plan (TYSP). The M&O contractor shall support the SPRPMO in the identification and analysis of all work associated with TYSP capital projects, including the work of other organizations and prime contractors supporting the SPRPMO program in the accomplishment of associated milestones. The M&O contractor shall support the SPRPMO in the integration of **all** required activities, including but not limited to the following Government agencies, contractors, etc.: Sandia Laboratories and the Architect-Engineer (A-E). All contractual direction shall be through the DOE SPRPMO.

Perform system engineering/process engineering efforts in support of all SPR activities including: drawdown readiness, vapor pressure, and degassing efforts; security testing and startup; cavern storage development; oil fill, sales, and withdrawal; special studies and analyses; and the operation and maintenance of the sites, facilities, systems, and equipment. It shall provide systems performance analysis to assess the capability of process, systems, and equipment to meet performance requirements by reviewing and analyzing operational data, and analysis of any proposed systems changes. Engineering disciplines shall cover the areas required for problem resolution and associated analyses which will identify the most cost-effective and efficient solutions.

Completely review and analyze all operational occurrence reports, predictive maintenance results, corrective maintenance work order results, failure analyses, Hazard Abatement items, SPR tracking and trending data, and the Department of Energy (DOE) or Management and Operating (M&O) contractor boards of investigation for engineering and systems analysis concerns in a timely manner. Make recommendations for maintenance changes, operational changes, system changes, and/or engineering projects, as appropriate.

Provide sound and timely engineering advice on the operability and maintainability of all aspects of engineering design and construction management. Prepare and/or maintain System Description Manuals, Site Operations Manuals and Procedures, flow diagrams, and site operations and engineering models and databases. Identify potential impacts to SPR capabilities and make recommendations as to preventative and mitigating actions, including modifications to projects, systems, and/or procedures, as appropriate.

Support M&O Operations in maintaining updated plans for Systems Tests and Exercises (STEs) as required for crude oil drawdown, commissioning,

administrative oil sales, and operational demonstrations. Assist the sites in developing detailed operating procedures for the STEs. Assist M&O Operations in scheduling and conducting STEs in accordance with planning objectives and report on results, including recommendations for improvement. Maintain a current analysis of installed equipment to meet SPR drawdown requirements based on examination of previous drawdown demonstrations, site inventories, and RAM analysis, and identify problems. Based on these findings and those resulting from running site operations model exercises, provide timely recommendations to DOE for system changes in configuration, equipment, procedures, and/or logistics as required to (1) improve drawdown readiness, and (2) reduce downtime and the costs of operations and maintenance to ensure programmatic requirements are met.

Provide timely (1) guidance and technical expertise regarding the adequacy of current mission criteria and requirements, (2) support for DOE in developing business strategies designed to achieve drawdown recovery project objectives, and (3) assistance to DOE in identifying drawdown and distribution status, objectives, and philosophies. Provide technical guidance which reflects adherence and performance to Levels I, II, and III criteria and results in system/subsystem/component RAM.

Maintain a pipeline and piping assurance management plan for on-site and off-site piping and pipelines. Develop site specific action plans that support the strategies contained in the management plan. Provide timely reviews and analyses of inspections and audits of SPR pipelines to identify discrepancies/deficiencies requiring correction; make recommendations for the corrective action needed to address the identified discrepancies/deficiencies; provide instructions for the corrective maintenance of pipeline cathodic protection systems and plans for preventive maintenance of these same systems; review and provide analyses and make recommendations for the Pipeline Preventive Maintenance Program; and provide support during the procuring and installing of pipeline construction work. Provide comprehensive pipeline evaluations and recommendations for corrective actions to reflect (1) regulatory and permit requirements, (2) SPR operating history, and (3) compliance with codes and Level I, II, and III Criteria.

Develop life-cycle cost and cost benefit analyses to include trade-off for potential changes to the SPR facilities and its operations.

Support SPR planning by maintaining a RAM Program that provides current identification of constraints and/or adverse trends of system operating data on the SPR's drawdown fill and security capability or system operations at each site. Based on the information provided by this program, provide recommendations to DOE for eliminating the constraints identified. Perform all reliability-related

functions, and meet the requirements of the “Reliability Program Provisions for SPR Contractors” and the SPR RAM Program. Perform and/or support failure analysis report efforts. Implement the provisions of the Comprehensive Equipment Evaluation (CEE) Program to ensure that the systems can meet their mission criteria.

The M&O Contractor shall operate and maintain a subsidence monitoring system in accordance with the approved Subsidence Management Program Plan. The plan consists of the planning of a yearly subsidence survey to be performed by a Professional Land Surveyor at Bayou Choctaw. Interferometric Synthetic Aperture Radar or InSAR satellite surveying at the four SPR Sites. InSAR surveying data shall be forwarded to Sandia National Laboratory for their analysis. The Program also consists of the installation and maintenance of GPS/Tiltmeter systems that have been installed at the Bayou Choctaw, and Bryan Mound sites. The M&O Contractor is responsible for ensuring data is constantly being received from each of the instruments, stored, and is viewable by those authorized to view this information. The M&O Contractor is also responsible for maintaining an ongoing maintenance contract with the system design contractor and arranging for such contractor to perform quarterly maintenance visits to provide upgrade services and updates to the reference equipment.

Perform engineering designs in accordance with SPR requirements as defined in Level I Technical and Performance Criteria, Level II Performance Criteria, Level III Design Criteria, and the Control System Functional Specification to include: be the Engineer of Record (Responsible Engineer) as required. This effort shall be primarily devoted to a maintenance engineering-type effort in which design is performed on systems, equipment, and facilities to enable meeting SPR performance requirements, enhance system capability, improve reliability, or to accommodate changes in performance requirements. However, design engineering may include design efforts associated with Major Maintenance and Maintenance Construction projects. These design engineering efforts will generally be limited to engineering undertakings of less than 300 man-hours in duration. Design reviews shall be conducted for each design for which the M&O contractor functions as the Engineer of Record. Discrete new construction projects capable of being let by bid under formal advertising procedures will normally be designed by an A-E under separate contract to DOE. The M&O contractor shall provide Enterprise Change Proposals (ECPs) and Descriptions of Work (DOWs), including justification analysis, estimated costs for design and construction, for design projects performed by the A-E contractor(s). Also, when requested by the DOE, the M&O will provide conceptual design reports (CDRs) for design projects performed by another entity. The M&O contractor shall review A-E contractor designs at the various review

stages and shall actively participate in the field and office reviews of these efforts. The M&O contractor shall include reviews for ES&H and security requirements as part of the design review process.

The M&O contractor shall maintain the Operational and training Software for the SPR and shall maintain the Operational Software Laboratory hardware in working order and provide software support as required when physical changes in instrumentation are made at the SPR sites. Update all documentation associated with software changes and control the software baseline in accordance with established configuration management procedures as required.

The M&O contractor shall be responsible for a comprehensive PHA to independently and systematically identify potential hazards and to quantify their probability and consequence. The scope of the PHA (in accordance with Code of Federal Regulations 1910.119 Process Hazards Analysis, Subsection E) shall include the safety analysis of design and construction of new facilities and/or major modifications to existing facilities whose identified hazards will ideally be mitigated through design or operational procedures. Details of the Contractor's System Safety Program Plan shall be approved by the DOE Contracting Officer.

The M&O contractor shall manage the Process Engineering System (PES) Database and use the database to plan and analyze operational activities. Ensure the data is transmitted safely and that the data is accurate and timely.

The M&O contractor shall support DOE efforts in commercialization of facilities, commercial oil storage, crude oil exchanges, as directed by DOE in design engineering, system engineering, configuration management, process engineering, project coordination and provide construction management services for projects assigned to M&O contractor.

The contractor shall perform the following activities:

A. Engineering

1. Perform Items 2-8 of Major Maintenance WAD 1.Z for maintenance construction projects, as applicable.
2. Perform Design Reviews.
3. Prepare Conceptual Design Reports, Definitive Engineering Scopes, and Descriptions of Work, as required.

4. Planning and estimating Construction Projects, as required.
5. Liaison with the A-E, Sandia National Laboratories, and other technical stakeholders.
6. Preparation/review of ECPs, Engineering Construction Changes (ECCs), Waivers, Deviations, and Change Notices (CNs).
7. Implementing corrective actions from on-site appraisals and internal audits.
8. Process, as required, red-lines and provide timely as-built configuration.
9. Site Engineering liaison as required.
10. Perform Engineering Design tasks.
11. Engineer of Record (Responsible Engineer), as required.
12. Manage Engineering support subcontracts required to augment activities such as paint analysis, survey tasks, chemical, site subsidence surveys, and geomechanical analyses, nondestructive testing, etc.
13. Prepare analyses, issue reports, and make recommendations on Maximum Allowable Operating Pressures, repairs, and upgrades based on the results from pipeline and piping assurance program.
14. Analysis of System Performance.
15. RAM engineering analysis and reporting.
16. Operational and Training Software Engineering.
17. Adhere to SPR Level I, II, and III Design Criteria.
18. Adhere to SPR ES&H and Security requirements.
19. Adhere to Maintenance of SPR Control System Functional Specification.

20. Support Startup and Acceptance Testing, Performance Testing, and Operational Demonstrations.
21. Perform and support Safety and Failure Analysis efforts (including PHA).
22. Perform Fire Protection Engineering support.
23. Prepare Site Mechanical and Electrical Operations Manuals and Procedures, as required.
24. Support Recovery Plan Implementation, as required.
25. Prepare and issue System Description Manuals Updates.
26. Perform engineering reviews.
27. Review data from the corrective maintenance program and analysis for RAM.
28. Analyze and enhance engineered Preventive Maintenance requirements, as required.
29. Analyze results from and develop enhancements for the Predictive Maintenance Program, as required.
30. Maintain PES Database and employ data for system performance, failure analysis, engineering issues to include supporting of drawdown and fill mission performance.
31. Ensure that discrete work packages assigned to the M&O contractor are scheduled and interim milestones are established.
32. Ensure that yearly Interferometric Synthetic Aperture Radar or InSAR satellite surveying at the four SPR Sites are planned, coordinated, and executed in accordance with the Subsidence Management Program Plan.
33. Ensure that the subsidence monitoring equipment (GPS, Tiltmeter, and Data Collection) are operating properly and ensure that a maintenance contract is in place with the subsidence system design contractor and that quarterly visits are performed.

34. Review subsidence survey data and submit it to Sandia.

B. Configuration Management

1. Identify, control, and record changes (ECP, ECC, Deviation, Waiver, CN) to all systems hardware, software, and equipment.
2. Manage Technical Data Center and maintain SPR Technical Baseline original documents in electronic or digital form. These baselines include but not are not limited to Level I, II, and III Criteria, Standard Specifications, Site Systems Description Manuals, technical baseline drawings, drafting manuals, Site Operations Manuals, Control System Functional Specification, and as-built configuration and vendor data.
3. Provide assistance for reproduction services, standards, manuals, serials, subscriptions, and publications, Federal rules decisions, environmental reports, construction estimating standards, Federal codes, and State-wide Orders.
4. The M&O contractor shall close out all ECPs within 90 days of the Readiness Review Board.

C. Planning and Scheduling

1. Develop and maintain SPR project baseline schedule, integrated where required, including, but not limited to, construction, major maintenance, security enhancement, vapor pressure, cavern integrity, SPR size modifications, and site schedules. Site schedules will place emphasis on maintaining SPR drawdown and fill readiness (consistent with Level 1 criteria).
2. Provide preparation and maintenance support for all SPR milestone actions, including CMCR preparation, milestone tracking and reporting, milestone closeout, and variance analysis.
3. Provide schedule interface and milestone maintenance, as required by DOE, for SPR-related schedules outside of O&M associated schedules (such as DOE milestones, A-E interfaces, etc.).

4. Develop and maintain resource-loaded schedules, as required by DOE, for the purpose of analyzing performance on a task or project.

D. Construction Management

1. Provide Construction Management services for operations and maintenance activities as required.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverable (E = Electronic via Link to a Document Management System)</u>	<u>Due</u>
1. Weekly Engineering Status Report (E)	Weekly (9 a.m. Monday)
2. RAM Assessment Report (E)	Quarterly (As Milestoned)
3. Update of SPR Blue Plate Presentation (Slide Show – (E), Video – (H))	January 31 & July 31
4. Annual Pipeline and Piping Integrity Report (E)	Annually by October 30 for Previous Fiscal Year
5. Brine Line Flow Integrity Test Results and Report (E)	As Required
6. Conceptual Design Reports, Descriptions of Work, for review, comments, and concurrence (E)	As Milestoned
7. Failure Analyses (E)	As Required
8. Configuration Management documents for approval (ECPs, CNs, Deviations, Waivers, Closeouts, etc.) (E)	As Required
9. Mechanical and Electrical Operations Procedures and Manuals Updates Notification (E)	As Required

- | | |
|---|---------------|
| 10. System Description Manuals Updates Notification (E) | As Required |
| 11. Corrective Maintenance Plans (E) | As Required |
| 12. PHA (E) | As Required |
| 13. Life Cycle Cost and/or Benefit Analyses (E) | As Required |
| 14. Cost Estimates, Cost Estimate Report, and History via Construction Cost Tracking Application (CCTA) (E) | As Required |
| 15. Systems Performance Analysis and Reports (STEs, Drawdowns, etc.) under separate cover (E) | As Required |
| 16. Vapor Pressure Analyses (E) | As Required |
| 17. PES Database Management Plan (E) | Every 5 years |
| 18. Detail Schedules (Cavern Integrity, Major Maintenance Projects assigned to M&O contractor, Vapor Pressure, RIK, etc.) (E) | As Required |
| 19. Maintenance Construction Deliverables per Major Maintenance WAD 1.Z (E) | As Required |

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management – Engineering

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
A. <u>ENGINEERING</u>			
1. Operations Manuals updates.	Percentage of Operations Manuals updated in SAP/SharePoint before new/revised systems turned over for operations.	95 percent	100 percent
2. Engineering support to Drawdown and Fill.	On-Line Readiness Computerized Assessment (ORCA) Checklist Responses.	ORCA items met with exceptions and acceptable workarounds	ORCA items met with no exceptions
3. Reliability, Availability, Maintainability (RAM) Provide assurance of the availability and reliability of system components necessary to carry out the SPR mission.	Calculated percentage of site availability to be validated by quarterly comprehensive equipment evaluation of critical equipment to support full rate drawdown.	≥ 95 percent for SPR-wide average each quarter calculated	≥ 95 percent for each site each quarter

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Engineering

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>B. <u>CONFIGURATION MANAGEMENT</u></p> <p>1. Manage Technical Data Center (TDC) and maintain SPR Technical Baseline original documents (red-lines, as-built, vendor data, etc.) to include electronic media.</p>	<p>a. Percentage of Enterprise Change Proposals (ECPs) closed within a 90-day (calendar) period from the Final Readiness Review Board Acceptance date.</p> <p>b. Priority 1 as-built completed within 30 days after receipt by the New Orleans TDC.</p>	<p>a. 75 percent</p> <p>b. 90 percent</p>	<p>a. 100 percent</p> <p>b. 100 percent</p>
<p>2. Development and processing of Configuration Management documents (ECPs, Deviations, Waivers, Engineering Construction Changes (ECCs), Advance Change Notice (ACN), etc.) in accordance with SPRPMO Order410.</p>	<p>Percentage of Configuration Management documents processed in compliance with SPRPMO Order 410.</p>	<p>90 percent</p>	<p>100 percent</p>
<p>3. ECPs processed as ratifications</p>	<p>Number of ratifications processed resultant from work not previously authorized and not classified as emergency work.</p>	<p>1</p>	<p>0</p>

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization Directive

Technical Support and Management - Quality Assurance

I. DESCRIPTION OF WORK

The Contractor will assign and identify a senior management position who shall have the responsibility, authority, and accountability to ensure the development, implementation, assessment, maintenance, and improvement of their Quality Assurance Program (QAP).

The Contractor shall establish and maintain a comprehensive QAP (also could be referred to as a Quality Management System (QMS)). The scope of this program will include the activity of all Contractor employees and shall not be limited solely to the duties of a Contractor's Quality Assurance Office. The Contractor's QAP shall implement the management, performance, and assessment criteria as defined in SPRPMO O 414.1D, "Quality Assurance Program." Such criteria will include the management program, personnel training and qualifications, quality improvement, documents/records, work processes, design, procurement, inspection and acceptance testing, management assessments, and independent assessments. The Contractor's QAP shall also be developed using the International Standards Organization (ISO) 9001 industry-wide consensus standard. Additional QA guidance to be utilized in the development of the Contractor's QAP include DOE G 414.1-2B Admin Chg. 2, "Quality Assurance Program Guide," and DOE G 414.1-1C, "Management and Independent Assessments Guide." The Contractor will ensure management assessments, independent assessments, and self-assessments are scheduled for the fiscal year, and that such assessments are performed. All findings (as defined by SPRPMO O 226.1C, "SPRPMO Oversight Program") will be tracked in Assessment Tracking System (ATS).

The Contractor shall establish, document, and implement a Suspect/Counterfeit Item (S/CI) prevention program, as a part of the Contractor's QAP and as mandated by DOE O 414.1D Admin Chg. 1 "Quality Assurance." The S/CI program must have effective controls and processes that will ensure items and services for the SPRPMO meet specified requirements; prevent entry of S/CI into the SPR's supply chain; and ensure detection, control, reporting, and disposition of S/CI's. The QAP

shall also utilize the guidelines listed in DOE G 414.1-2B Admin Chg. 2, Section 5.0. Nonconforming items that do not meet the definition of S/CI (per DOE O 414.D Admin Chg. 1) must be controlled by site procedures for nonconforming items. The S/CI prevention program must include S/CI oversight commensurate with the facility/activity hazards and mission impact. It must identify the position responsible for S/CI activities and for serving as point of contact with Office of Health, Safety, and Security, and it must provide for training and informing managers, supervisors, and workers on S/CI processes and controls.

The Contractor will establish and maintain a comprehensive and integrated Contractor Assurance System (CAS) program in accordance with QA requirements mentioned above and will address the criteria described in DOE O 226.1B, "Implementation of DOE Oversight Policy" and SPRPMO O 226.1C, "Strategic Petroleum Reserve Project Management Office Oversight Program." The CAS program will address the following aspects of operations Environmental Management System, Safety and Health, Security/Safeguards, Fire Protection/Emergency Management, Quality Assurance Program, Cyber Security and Information Technology Services/Data Systems, Engineering and Construction, Project Management, Cavern Integrity, Operations and Maintenance, Financial Systems, Personnel/Human Resources/Human Capital, Property, Procurement, Internal Audit, and Life Extension 2. The Contractor will perform a validation on the effectiveness of their CAS program.

The Contractor's QAP, in conjunction with their CAS program, will ensure the timeliness of corrective action implementation and the effectiveness of corrective actions. Corrective actions will be made on the basis of a well disciplined and thoroughly documented casual analysis. These programs will ensure the effectiveness of assessments and self-identification of non-compliances.

The CAS must include development of an issues management program capable of categorizing the significance of findings based on risk and priority and other appropriate factors that enables Contractor management to ensure that problems are evaluated and corrected on a timely basis. For issues categorized as findings, Contractor management must ensure activities identified by SPRPMO O 226.1C, Attachment 1, Section 1.e.(3) are completed and documented.

The Contractor will ensure the development of an issues management program which includes a trending and analysis based on validated information of all findings/discrepancies/observations for areas of improvement, lessons learned, as well as an opportunity to eliminate potential system weaknesses.

The Contractor will pursue, acquire, and maintain International Standards Organization (ISO) 9001:2015 (or latest revision) certification. The Contractor will use a registrar that has been certified by the Registrar Accreditation Board. The Contractor will maintain this certification for as long as the contract is in effect.

The Contractor will maintain an SPRPMO Lessons Learned (LL) database. The database will meet the requirements of DOE O 210.2A, "DOE Corporate Operating Experience Program," and SPRPMO O 210.3, "Lessons Learned Program."

The Contractor will be responsible for flowing down all DOE requirements to subcontractors.

II. DELIVERABLES

Dates are indicated where feasible. However, should one of the below dates become inconsistent with an official milestone, the milestone shall govern. Documentation submitted for deliverables identified below will be evaluated against the criteria, review, and approach documents (CRADs) developed by the Office of Health, Safety and Security, where applicable.

Deliverables include the following:

Deliverable (E = Electronic via Link to a Document Due
Management System, H = Hardcopy)

Management Program:

- | | |
|---|------------------|
| 1. Letter Identifying Senior Manager Responsible of QAP for review/approval and Letter identifying position responsible for S/CI activities and for serving as point of contact for Office of Health, Safety, and Security (annual) (E) | October 12, 2020 |
| 2. Review QAP and submit summary of annual review, including all QA procedures and work instructions referenced in the QAP (e.g., OA Procedures, PI Procedure, QMS Procedure, and S/CI Procedure) (annual) (E) | January 11, 2020 |

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

- | | |
|--|--|
| 3. Master Assessment Schedule (identify management assessments, self-assessments, and all oversight activities) (quarterly) (E)
Report on oversight activities at each Project Review | October 30, 2020 (for 4 th Qtr of Previous Year)
January 29, 2021 (1 st Qtr)
April 30, 2021 (2 nd Qtr)
July 30, 2021 (3 rd Qtr) |
| 4. Calculate and submit CAEI (quarterly) (E) | October 30, 2020 (for 4 th Qtr of Previous Year)
January 29, 2021 (1 st Qtr)
April 30, 2021 (2 nd Qtr)
July 30, 2021 (3 rd Qtr) |
| 5. Calculate and submit AEI (quarterly) (E) | October 31, 2019 (for 4 th Qtr of Previous Year)
January 31, 2020 (1 st Qtr)
April 30, 2020 (2 nd Qtr)
July 31, 2020 (3 rd Qtr) |

Quality Improvement:

- | | |
|---|--|
| 6. Quality Improvement Program Status (quarterly) (E) | October 12, 2020 (for 4 th Qtr of Previous Year)
January 11, 2021 (1 st Qtr)
April 1(3 rd Qtr) |
| 7. Provide an electronic report of Lessons Learned Program activity (quarterly) (E) | October 12, 2020 (for 4 th Qtr of Previous Year)
January 11, 2021 (1 st Qtr)
April 9, 2021 (2 nd Qtr)
July 9, 2021 (3 rd Qtr) |
| 8. Provide a status report for open non-conformances that are in excess of 44 days overdue (from the action due date). Status of each report line item should include a commentary which explains the overdue status. (quarterly) (E)
Report on CAP status at each Project Review. | October 30, 2020 (for 4 th Qtr of Previous Year)
January 29, 2021 (1 st Qtr)
April 30, 2021 (2 nd Qtr)
July 30, 2021 (3 rd Qtr) |

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

9. Submit Semiannual CAS Report to include the following sections:

October 12, 2020

April 9, 2021

- Training / Qualifications:

QA Evaluation and Trending Report of the Contractor's Personnel Training and Qualifications Program (semiannual) (E)

- Documents & Records:

QA Evaluation and Trending Report of Contractor's Documents & Records System (semiannual) (E)

- Work Processes:

QA Evaluation and Trending Report of the Contractor's RAM Program (semiannual) (E)

QA Evaluation and Trending Report of the Contractor's Conduct of Operations (semiannual) (E)

QA Evaluation and Trending Report of the Contractor's Drawdown Program (semiannual) (E)

QA Evaluation and Trending Report of the Contractor's Crude Oil Quality Program (semiannual) (E)

QA Evaluation and Trending Report of the Contractor's Maintenance Management Program (semiannual) (E)

QA Surveillance and Inspection of Site/Supplier Activities (monthly) (E)

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

- Design:
QA Review of Design Documents (including design reviews and ECPs) (semiannual) (E)

- Procurement:
QA Evaluation and Trending Report of M&O contractor's Procurement Program (including SMTR responsibilities) (semiannual) (E)

- Inspection & Testing:
QA Evaluation and Trending of M&O's Inspection and Acceptance Testing Program (semiannual) (E)

Management/Self-Assessments:

- | | |
|--|--|
| 10. Management Assessment Plan which includes all areas to be assessed (E) | October 12, 2020 |
| 11. Conduct Management Assessments and submit assessment report for each organization (E) | Within 45 calendar days after beginning of each assessment |
| 12. OA Assessment Plan for each site assessed (E) | No later than 14 calendar days prior to assessment |
| 13. Conduct OA for each site and complete final OA Appraisal Site Report and Trending Analysis (E) | OA per OA schedule, and report within 30 calendar days after completion of each assessment |
| 14. Summary OA/Management Assessment Program Report and Trending Analysis (annual) (E) | October 12, 2020 |

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

Independent Assessments:

- | | |
|---|--|
| 15. Submit FY 2019 ISO 9001 Assessment Schedule (E) | Within 3 working days of finalizing the schedules with the ISO Registrar |
| 16. Submit FY 2019 ISO 9001 Assessment Plans (E) | Within 3 working days of receiving assessment plan(s) from ISO Registrar |
| 17. Submit ISO 9001 Registrar Report (E) | Within 3 working days of receiving report from ISO Registrar |
| 18. Submit corrective action plans for ISO 9001 fiscal year audits (including ATS Number) (E) | Within 3 working days of submitting corrective action plan as identified in ISO Registrar's Report |
| 19. Submit closure for ISO 9001 corrective action plans for fiscal year audits (including ATS Number) (E) | Within 3 working days of closing corrective action plan |

Suspect/Counterfeit Items (S/CI):

- | | |
|--|--|
| 20. S/CI Program Status Report (quarterly) (E) | October 12, 2020 (for 4 th Qtr of Previous Year)
January 11, 2021 (1 st Qtr)
April 9, 2021 (2 nd Qtr)
July 9, 2021 (3 rd Qtr) |
|--|--|

Contractor Assurance System (CAS):

- | | |
|--|------------------|
| 21. CAS Program Description Documents for review/approval (annual) (E) | October 12, 2020 |
|--|------------------|

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
22. Develop Assessment Plan and conduct Assurance Activities for CAS Program (E)	Plan within 14 calendar days prior to assessment, and complete assurance activities within 30 calendar days following the end of each quarter
23. CAS Management Summary Report (annual) (E)	October 12, 2020
24. Submit an Oversight Report (quarterly). (E) Results to be presented at each Project Review	October 12, 2020 (for 4 th Qtr of Previous Year) January 11, 2021 (1 st Qtr) April 9, 2021 (2 nd Qtr) July 9, 2021 (3 rd Qtr)
25. Perform and submit a company-wide issues management trending analysis of findings/ discrepancies/observations (quarterly). (E) Present results at each Project Review. Trending should focus on analysis of findings to identify potential systemic issues, areas of concern/opportunities for improvement utilizing an organized management framework as the basis for analysis (e.g. Conduct of Operations, ISM, etc.).	October 30, 2020 (for 4 th Qtr of Previous Year) January 29, 2021 (1 st Qtr) April 30, 2021 (2 nd Qtr) July 30, 2021 (3 rd Qtr)

III. PERFORMANCE MEASURES

WAD NUMBER: 2020-1.T

PERFORMANCE AREA: Technical Support and Management – Quality Assurance

FISCAL YEAR: 2020

CRITERIA	PERFORMANCE MEASURE	FY 2020 OUTPUT	
		MINIMUM	TARGET
1. ISO 9001 (latest revision) – Certification.	Obtain and maintain certification.	September 28, 2021	September 14, 2021
2. Corrective Action Effectiveness Index (CAEI) CAEI measures the timeliness of corrective action implementation and effectiveness of corrective action in preventing recurrences of issues and events.	$CAEI = (200,000 \times \sum [(Item_1 \times WF_1) + (Item_2 \times WF_2) + \dots + (Item_n \times WF_n)]) / \text{Monthly Hours Worked}$ 200,000 hour constant Monthly Hours Worked = Total contractor work hours for the accounting month Item = the number of times the item occurs within a month WF = weighted factor based on item category, as defined in Table 1.0 below See Table 1.0	The allowable three monthly rolling average for the CAEI must not exceed 30.	The allowable three monthly rolling average for the CAEI must not exceed 20.

WAD NUMBER: 2021-1.T
 PERFORMANCE AREA: Technical Support and Management – Quality Assurance
 FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>3. Assessment Effectiveness Index (AEI)</p> <p>AEI measures the effectiveness of assessments and self-identification of non-compliances. The index includes completion of scheduled assessments (i.e. management assessments, independent assessments & self-assessments) on the master assessment schedule, and self-identifying non-compliances prior to identification by an external party (i.e. ISO, OSHA, M&O contractor QA, M&O contractor Internal Auditing Office, 3rd Party Auditors, and DOE).</p>	<p>$AEI = (\sum [(Performance\ Item1 \times WF1) + (Performance\ Item2 \times WF2) + \dots + (Performance\ Itemn \times WFn)]) / 100$</p> <p>100 hour constant</p> <p>Performance Item = the number of times the item occurred within a month</p> <p>WF = weighted factor based on associated performance item</p> <p>See Table 2.0</p>	<p>The allowable three monthly rolling average for the AEI must not exceed 1.5.</p>	<p>The allowable three monthly rolling average for the AEI must not exceed .75.</p>

Table 1.0 Corrective Action Effectiveness Index Categories & Weighted Factors

ITEM CATEGORY	WEIGHTED FACTOR (WF)
Occurrence Report Category “R” – recurring occurrences	10
Office of Health, Safety & Security repetitive noncompliance	10
DOE identified repetitive noncompliance	10
Contractor identified repetitive noncompliance	10
Ineffective corrective action	5
Noncompliance corrective action not completed as scheduled	3
Noncompliance corrective action schedule extended	2

Table 2.0 Assessment Effectiveness Index Categories & Weighted Factors

PERFORMANCE ITEM	WEIGHTED FACTOR (WF)
Scheduled Management Assessment not completed	5
Scheduled Independent Assessment not completed	5
Scheduled Self Assessment not completed	5
Noncompliance identified by external party	10

Corrective Action Effectiveness Index Item Category Definitions

- **Occurrence Report Category “R” – recurring occurrences** – as defined in DOE O 232.2 Admin Chg. 1, Attachment 2, Section 1.g.: Significance Category “R” - recurring occurrences are those identified as recurring, either directly or through periodic analysis of occurrence and other non-reportable events.
- **Office of Health, Safety & Security repetitive noncompliance** – Two or more different events or conditions that involve substantially similar work activities, locations, equipment, or individuals where it would be reasonable to assume that the contractor’s corrective actions for the first occurrence should have prevented the subsequent event/condition. Repetitive noncompliances involve similar circumstances or root causes, separated by a period of time, that suggest the possibility of a common solution. Definition per DOE Safety and Security Enforcement Coordinator Handbook dated August 2012.
- **DOE-identified repetitive noncompliance** – same definition as above (per DOE Safety and Security Enforcement Coordinator Handbook dated August 2012).
- **Contractor-identified repetitive noncompliance** – A validation/verification of an implemented corrective action plan from a previously identified nonconformance that shows evidence of still being noncompliant to the requirement or a persistently occurring discrepancy. If the corrective action plan was implemented as written and is still noncompliant then the actual cause of the problem was not identified. Thus the corrective actions put in place were not effective. If the corrective action plan was not implemented as planned or was ignored/no action taken then that is a repetitive noncompliance. A repeat finding or repetitive noncompliance is one that has been previously identified at a site and closed in the Assessment Tracking System as corrected, but which is found to still be noncompliant during a future assessment or audit.
- **Ineffective corrective action** – Corrective actions (including corrective actions for incidents with significant negative impacts to the worker, the public, or the environment), under the purview of the Contractor, which once completed and implemented fails to mitigate the identified non-conformance (as evidenced by multiple similar non-compliances that in aggregate indicate a significant programmatic breakdown. Corrective actions that fail to globally implement solutions across the organization may be considered ineffective if they do not resolve similar occurrences of the identified non-conformance throughout the organization.
- **Noncompliance corrective action not completed as scheduled** – Corrective actions, under the purview of the Contractor (including corrective actions for incidents with significant negative impacts to the worker, the public, or the environment) that is not completed on or before its Scheduled Completion Date as defined in the Assessment Tracking System.

- **Noncompliance corrective action schedule extended** – Corrective actions, under the purview of the Contractor (including corrective actions for incidents with significant negative impacts to the worker, the public, or the environment) which is extended past its original Scheduled Completion Date.

Assessment Effectiveness Index Performance Item Definitions

- **Scheduled Management Assessment not completed** – Management Assessments are defined by DOE G 414.1-1C Section 3.5.1 as a periodic introspective self-analysis, conducted by management, to evaluate management systems, processes, and programs to ensure the organization’s work is properly focused on achieving desired results. Any Management Assessment not completed (including a completed report) as required by the approved schedule during a given calendar year will be considered not completed for the purposes of this measure.
- **Scheduled Independent Assessment not completed** – Independent Assessments are defined by DOE G 414.1-1C Section 3.5.2 as an assessment conducted by individuals within the organization or company but independent from the work or process being evaluated, or by individuals from an external organization or company. Any Independent Assessment not completed (including a completed report) as required by the approved schedule during a fiscal year will be considered not completed for the purposes of this measure.
- **Scheduled Self-Assessment not completed** – Self-Assessments are performed by personnel within a process or entity or with direct responsibility for a process or entity that are designed to gauge effectiveness, operability, compliance, or status. Any failure to complete Self-Assessments as scheduled on an approved schedule and documenting results as prescribed for any self-assessment program will be considered a noncompleted assessment.
- **Noncompliance identified by external party** – Any noncompliance identified by an external assessor or organization (that is any organization external to the contractor being assessed). Noncompliance is defined as any inadequacy that is found during an assessment that does not meet the intent of a contractor’s documented procedure, DOE requirement (policy, order, manual, guide, etc.), federal or state law, or other applicable requirement (e.g., contract, standard). External assessments include but are not limited to ISO 9001, ISO 14001, OSHA VPP, Accident Investigations (Judgment of Needs), OIO Investigations, GAO Investigations, IG Investigations, HSS Investigations, DOE Onsite Management Appraisals, DOE Security Surveys, DOE Technical Assurance Surveillance Reports (TASRs), DOE Observation Reports, and DOE Technical Assessments.

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Procurement/ContractsI. DESCRIPTION OF WORK

The Contractor shall develop and maintain a general purchasing activity for the purpose of entering into subcontracts for the performance of work required to support the SPR. The Contractor shall acquire equipment, services, supplies, and publications, not otherwise listed as Government-furnished, to perform the functions covered by the contract. These acquisitions and services shall also support DOE and other SPR contractors as directed by the Contracting Officer. The Contractor shall subcontract for construction requirements to support maintenance and operations, including the approved construction program.

As applicable, the Contractor shall adhere to the requirements of Federal and DOE acquisition regulations, directives/policies, as well as DOE-approved company procedures and policies. The Contractor shall develop and maintain procurement policies and procedures, approved by the Contracting Officer, necessary to implement effective and efficient commercial practices. The Contractor shall maintain an approved Balanced Score Card Program in order for the Contracting Officer to assess the adequacy of the Contractor's purchasing system.

The Contractor shall perform effective management, administration and oversight of all issues related to Contract No. DE-FE0011020 as required to ensure the timely dissemination of all performance direction received from the Contracting Officer to all M&O contractor organizations as well as a thorough review of such direction to ensure that all actions are implemented in accordance with the contractual requirements and the prime contract Work Authorization Directives. The Contract Management function shall also be responsible for management and negotiation of the M&O contractor award fee pool, and management of the Contractors Membership, Registration, and License Budget.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Socioeconomic Subcontracting Goals (E)	Annually (September 1)
2. Socioeconomic Subcontracting Achievements vs. Targets (E)	Monthly (10 th of month)
3. Subcontracting Report for Individual Contracts (E)	Semiannually (October 30 and April 30)
4. Summary Subcontract Report (E)	Annually (October 30)
5. FY 2020 Balanced Score Card Final Report, including the FY 2021 Balanced Score Card Self-Assessment Plan (E)	Annually (October 30)
6. Davis-Bacon Report (E)	Semiannually (October 5 and April 5)
7. Strategic Sourcing Cost Savings Report (E)	Quarterly (October 15, January 15, April 15, July 15)
8. Strategic Sourcing Plan	September 20

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
9. M&O Subcontract Reporting Capability (MOSRC) for FY 2021 Transactions (E)	Monthly (20 th of the month for prior month's transactions)
10. FFATA Sub Award Reporting System (FSRS) – List of subcontract awards to be uploaded to FSRS (E)	Monthly (15 th of the month)
11. Report of General Liability Claims/Settlements and Outstanding Consulting Agreements (E)	On Occurrence and Quarterly (Within 30 day of the close of the quarter)

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Procurement/Contracts

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. To deliver to the contractor’s customers on a timely basis those best value products and services necessary to accomplish the purposes of the Government’s contract, utilizing the contractor’s experience, expertise, and initiative consistent with Department of Energy Acquisition Regulation Subpart 970.	Achievements relative to Procurement Balanced Score Card performance targets.	Meet or exceed 70 percent of all performance targets	Meet or exceed 85 percent of all performance targets

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Project ManagementI. DESCRIPTION OF WORK

Contractor ensures that all technical and administrative program functions are planned, controlled, directed, analyzed, documented, presented, and reported in a disciplined, cost-effective, timely manner.

A. Management of Contract Activities

Administrative and technical programs are conducted in a manner that will:

1. Maintain the SPR's drawdown readiness procedures.
2. Eliminate unnecessary risks.
3. Create a work environment that will ensure effective uninterrupted facilities operations.
4. Actively review, identify, and communicate to DOE management activities that could impact current or future operations of the SPR.
5. Establish and maintain DOE and public confidence in the management of the SPR.
6. Improve the economy, efficiency, and effectiveness of contract performance.

Place specific emphasis on maintaining SPR drawdown readiness (consistent with Level 1 criteria) and compliance with all relevant Environmental, Safety and Health and Equal Employment Opportunity statutes and regulations.

The Contractor shall prepare and submit the performance self-assessments as outlined in the list of deliverables.

B. Project Planning and Control

1. Develop, implement, and maintain a management control system in accordance with DOE guidelines and SPR-related Orders and directives (DOE Order 413.1B, Internal Control Program).
2. Assure that the electronic management of Project/Program Review action items is maintained in a current status and the data report is completely accessible to DOE.
3. Ensure that all work assigned by WADs under the contract are properly assigned within the Contractor's organization structure and contract work breakdown structure.
4. Ensure that all work assigned by WADs is planned, in accordance with the appropriate Departmental, Federal, State, and local regulations.
5. Ensure that work package budgets are formulated using established estimating techniques. When reasonable and cost effective, work packages should include all costs by cost elements.
6. Develop and maintain the Annual Operating Plan in accordance with DOE/SPR guidance and specifically in accordance with SPRPMO O 130.1C, M&O Contractor's Annual Operating Plan Formulation and Execution. The Annual Operating Plan will include both obligation and cost plans.
7. Support Annual Operating Plan (Obligation and Cost) performance analysis, documentation, and reporting in the Cost Management Report and Project Reviews, and special meetings in accordance with DOE guidance.
8. Maintain an updated SPRPMO M&O Work Breakdown Structure for all applicable projects.
9. Maintain an updated SPRPMO M&O Project System Description.

C. Legal Services

1. Provide legal advice and assistance in support of contractor functions and to DOE as directed by the Contracting Officer.
2. Support preparation of documents.
3. Assist in defending claims and suits, involving DOE when requested.
4. Provide legal support to pursue and defend against claims and suits, including warranty actions, consistent with contractual requirements and your approved litigation management procedures, including submission of outside counsel billings for DOE approval.

D. Communications and Public Affairs

1. Manage an effective communications and public affairs function in support of drawdown readiness and emergency operations, including participation in all exercises and reviews and execution of requisite training for pertinent individuals.
2. Perform duties in connection with media and public contacts and inquiries. This includes support in preparing for interviews, issuing press releases, maintaining current footage, updating presentation material, coverage at public hearings, community activities, and participating in communications programs, as requested by DOE.
3. Plan and administer an effective community outreach program consistent with contract provisions.
4. Maintain a current media library comprised of material to be used for exhibits and presentations. Provide support in arranging exhibits and designing presentations.
5. Provide support for the yearly Louisiana Regional Science Bowl.

E. Miscellaneous Services

1. Provide support for all activities and initiatives required for conducting the operations of the SPR involving programmatic capability, capacity, mission or initiatives changes, and associated responsibilities such as investigations and assessments.
2. Provide Printing Management in accordance with the Government Printing and Binding Regulations.
3. Provide Graphics and Photography Services in accordance with customer requests and requirements.
4. Manage an effective risk management and liability program as required by law or regulation and in compliance with contract requirements.

F. Site Support

Provide technical, management, and administrative support for site functions covering all disciplines.

G. Site Management

Includes overall management to accomplish the mission of oil storage, drawdown, and continued site readiness. Provide for the overview, monitoring, and coordination of site activities with New Orleans directives, instructions, and policies, and interfaces with DOE site counterpart.

H. Records Management

M&O Contractor shall provide a Records Management Program in accordance with prescribed contractor requirement documents for records management. Manage Federal Records created or received by M&O Contractor according to NARA-approved schedules and practices. Maintain a Records Inventory and Disposition Schedule (RIDS) and provide records (electronic and/or paper based), including email records management capabilities and a vital records program.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Quarterly Project Review Material and Presentation (E) and (H)	To Be Determined
2. Planned Cost versus Actual Cost Variance Explanation (Legal) Report (H)	Within 14 calendar days of the quarter being reported
3. Annual Diversity Plan (E) and (H)	August 31
4. Update of SPR Blue Plate Presentation (Slide Show) – (E), Video – (H)	January 31 and July 31 (Twice Annually)
5. Biennial Review of SPR Video (E)	August 31 (Every Other Year)
6. Proposed Insurance Program (E)	Annually (45 days after implementation if corporate sponsored or 5 days prior to implementation if third-party sponsored)
7. Plan Experience Reporting, Clause H.42 (E)	Annually (Within 90 days of the close of policy year)
8. Report of General Liability Claims/ Settlements and Outstanding Consulting Agreements (E)	On Occurrence and Quarterly (within 30 days of the close of the quarter)
9. Quarterly Self-Assessments (E), as applicable	5 workdays after end of each evaluation period
10. Printing and Publishing Three-Year Site Plan (E)	Annually (due by date established by DOE)

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
11. Commercial Printing Plan(E)	Annually (due by date established by DOE Acquisition and Sales Director)
12. M&O Record Inventory & Disposition Schedule (E)	Annually, by September 30
13. Assessment of M&O Records Management Program (E)	Quarterly (Within 30 day of the close of the quarter)
14. Review and Reccertify SPR's Records Management Plan – SPRMO 0319 (E)	Annually, Spetember 30

III. PERFORMANCE MEASURES

None.

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Information TechnologyI. DESCRIPTION OF WORK

Manage, operate, and maintain computer services to latest versions within one year of version release (unless there are known compatibility issues with other major SPR applications and thus relieved of this requirement by DOE), telecommunication services, office automation, software engineering, and information systems (e.g., Enterprise Resource Planning, SPR Mission-Related Applications such as Sales Offer Evaluation Program (SOEP) and Crude Oil Sales Offer Program (COSOP), Crude Oil Valuation and Tracking System (COVATS), Document Management, Collaboration (SharePoint and K2), E-mail, Extranet Infrastructure, etc.) required to support the mission and goals of the SPR. The information technology and communications functions shall be performed in compliance with the current approved Technical Baseline infrastructure and pertinent DOE Orders and SPR Orders and procedures, the Federal Information Resources Management Regulations, and DOE Chief Information Officer Information Architecture Standards as adopted by SPR.

The M&O contractor shall:

- A. Operate and maintain the business application and database servers, peripheral hardware, and associated software. Conduct appropriate and timely maintenance of in-house developed applications as required to address user requirements, fix vulnerabilities, and upgrade/patch underlying infrastructure. Manage and backup information to ensure data integrity and availability; conduct performance analyses, capacity planning, and configuration management tasks to ensure adequate, current resources; provide consultation services; maintain current operating systems software with migration to latest releases as soon as practical; and maintain a list of physical inventory items that are procured and/or turned over to the M&O contractor to manage. Migrate to more automated systems of Information Technology-oriented configuration management (CM) for software, hardware, and cyber security, and continue the Information Technology Project Portfolio effort. On an annual basis, identify other areas for

innovation that will provide for improved user experience by increasing end user capabilities (self-service or otherwise), and by addressing known end user pain points. Operate and maintain the Network Infrastructure consisting of wide-area network file/print servers, virtualized server farm, Internet, and fax servers, and related routers, switches, and other communications equipment. Evaluate using cloud services to replace/augment network application servers and services. Additionally, determine if the footprint of the SPR Alternate Data Center can be reduced by offloading servers to the cloud. Manage and control user identities for information systems, as well as maintain the implementation of Homeland Security Presidential Directive-12 (HSPD-12) Logical Access at the domain level of PIV logon (or MFA of equivalent assurance level) to include local, remote, and privileged user access, or other multifactor authentication (MFA) capabilities as applicable. Infrastructure support will include at a minimum operation and maintenance of local and site Voice Over IP (VOIP) telephone systems, cellular services with integrated mobile computing, video conferencing, video bridge, and data communications facilities to include install, move, add, and change tasks for all sites; issue service orders and coordinate Federal Telecommunications System (NETWORX), and leased-line service; coordinate trouble reports; monitor network facilities to assure availability, operating efficiency, incorporating the use of System Center Operations Manager (SCOM) for server to application monitoring, and adequate bandwidth capacity to the sites; minimize unplanned network downtime; perform routine analysis to minimize misuse of telephone resources; and maintain associated equipment inventory and circuit inventory. Provide for secure direct-to-Internet capability for SPR sites.

- B. Operate and maintain the Network Infrastructure consisting of wide-area network file/print servers, virtualized server farm, Internet, and fax servers, and related routers, switches, and other communications equipment. Evaluate using cloud services to replace/augment network application servers and services. Additionally, determine if the footprint of the SPR Alternate Data Center can be reduced by offloading servers to the cloud. Manage and control user identities for information systems, as well as maintain the implementation of Homeland Security Presidential Directive-12 (HSPD-12) Logical Access at the domain level of PIV logon to include local, remote, and privileged user access, or other multifactor authentication (MFA) capabilities as applicable. Infrastructure support will include at a minimum operation and maintenance of local and site Voice Over IP (VOIP) telephone systems, cellular services with integrated mobile computing, video conferencing, video bridge, and data communications facilities to include

install, move, add, and change tasks for all sites; issue service orders and coordinate Federal Telecommunications System (NETWORX), and leased-line service; coordinate trouble reports; monitor network facilities to assure availability, operating efficiency, incorporating the use of SCOM for server to application monitoring, and adequate bandwidth capacity to the sites; minimize unplanned network downtime; perform routine analysis to minimize misuse of telephone resources; and maintain associated equipment inventory and circuit inventory.

- C. Provide Personal Computer (PC), Tablets, Smart Phones, Thin Client Appliances, and Local-Area Network (LAN) and Wide Area Network (WAN) support by responding to requests for acquisition, developing requirements, installation of PCs and networks, including performance tuning of networks. Provide Help Desk service and fully support standard SPR PC software suite. Provide LAN administration and network management for all SPR networks; provide preventive and corrective maintenance for all PCs and LANs; make required upgrades and maintain a complete library along with an appropriate level of configuration control on all SPR Data Systems infrastructure. Maintain and continue to develop the capacity for secure telecommuting at the SPR. Provide adequate assurance that approved Information Technology requests for new IT Projects (which may include Automated Data Processing (ADP) Hardware, ADP Software, or services) are processed as necessary to support the SPR mission. Assure timely delivery of initial project schedules for all IT Requests that will have a duration greater than 60 days as required.
- D. Support the SPR computing needs by continuing the developing and/or acquiring and implementing additional functionality of computer applications service on the Enterprise Resource Planning System or in SharePoint. Build new applications and enhance existing applications utilizing a technology included in the Information Technology Long Range Plan. Develop mobile applications to support internal SPR business process. The mobile apps shall be developed using the technology from the IT Long Range Plan. Develop a plan to migrate existing Java applications to SharePoint. Activities include advising users on the computing capabilities, requirements definition, design, program development, acquisition, implementation, and maintenance of applications. This support will complement and incorporate the Content Management effort which will proceed toward implementation. Continue to develop a Middleware tier architecture utilizing web services to minimize custom integrations between applications to support a seamless enterprise architecture supporting a user portal interface and single sign-on network

login. Continue efforts to drive additional value from and utilization of the Systems, Applications, and Products (SAP) solution.

- E. Operate and constantly improve a SharePoint Centric Content Management System application to perform combined Records Management and Document Management functions and execute the necessary integration between this system and the other corporate systems, other Content Management Applications (until replaced), and SAP. Incorporate SharePoint as the collaborative and document management phase of the Content Management process. Implement and manage SPR records in accordance with Presidential Mandate M-19-21.
- F. Implement and administer a security program for classified, unclassified, and unclassified sensitive information in accordance with DOE Orders; maintain and submit revisions to SPR System Security Plans (SSPs); maintain program documentation; implement and perform Continuous Diagnostics and Mitigation (CDM) and periodic risk assessments and vulnerability assessments in accordance with the current Risk Management Approach Implementation Plan (RMA IP), and Federal Information System Management Act (FISMA) reporting requirements; review new releases of the RMA IP and create an impact assessment report for the implementation plan within 60 days; meet RMA IP plan of action and milestone (POAM) scheduled completion dates. Provide annual security awareness training and conduct end-user email phishing tests at least bi-monthly. Perform periodic information security audits and penetration testing to ensure compliance with RMA IP. Provide defense-in-depth protection for SPR network, patch operating system (OS) and application vulnerabilities per the SPR Vulnerability Management Procedure, and monitor DOE-iJC3 communications for current threats and apply blocks of know malicious sites within 3 business days of release by iJC3. Provide for protection of SPR sensitive data by providing encryption for mobile assets as well as digital rights management capabilities for sensitive information. Safeguard protected personally identifiable information (PII), per DOE Memorandum, *Management and Security of Personally Identifiable Information*, dated April 17, 2013, by utilizing processes and solutions to identify unprotected PII on information systems, as well as monitor/prevent loss of PII as provided by applicable DLP solutions. Develop and maintain a disaster recovery/contingency backup plan and operations; this will include the Stennis Alternate work site and the Alternate Data Center (ADC). Prepare an SPR Cyber Security Program Plan as an umbrella document to coordinate the SSPs and other cyber security-related documents as appropriate. Execute

CDM for control testing per the RMA IP. Produce annual continuing authority to operate letters per the RMA IP, with full certification and accreditation (C&A) packages every 4 years for SPR unclassified systems, and every 3 years for the SPR classified system. Address all audit and review findings in an adequate and timely manner to ensure compliance with DOE O 205.1C or the most recent guidance included as a contract requirement. Track and report renewals of Memorandums of Agreement (MOUs) and Interconnection Security Agreements (ISAs).

- G. Continue performance-based training (training oriented to that required to perform their job duties) for IT personnel and maintain appropriate level of certification for the help desk staff, network engineers, programmers, and cyber security personnel. Support user training and user self-help to further the change management process required when implementing new systems. Indicate innovation as a core value in employees and in planning IT solutions (e.g., embrace cloud computing, social networking tools, IP-based phone switch, etc., as appropriate).
- H. Plan, budget, and acquire information systems, applications, and tools that support SPR information systems and telecommunications requirements using an appropriate Information Technology configuration management process. Prepare and maintain the SPR Information Technology Long-Range Plan (LRP), prepare budget submittals consistent with the LRP, and prepare the M&O contractor portion of the OMB Exhibit 53's and 300's as required (annually). An Acquisition Strategy shall be prepared and submitted to DOE for all acquisitions exceeding \$250,000 prior to beginning the acquisition procurement process. For all acquisitions less than \$250,000 but more than \$50,000, an Acquisition Summary shall be submitted to DOE before the procurement process. The Contractor shall support and participate in IT Weekly Project status meeting, participate on the SPR Information Technology Planning Committee (ITPC), and participate in the Information Management Council.
- I. Make continuously available to DOE Information Systems and Technical Services staff: Access to Help Desk Management software, Information Technology Equipment Software Inventory, and the Information Technology Project Schedules, and appropriate outputs of the Microsoft System Center Solutions as implemented.
- J. Establish, maintain, and administer a program for effective Information Technology (IT) acquisitions and management consistent with Federal

Information Technology Acquisition Reform Act (FITARA) principles. Define and utilize Enterprise Architecture processes for managing IT investments. Leverage blanket purchase agreements (BPAs) and existing contract vehicles such as NASA SEWP and GSA for IT procurements, when appropriate to meet SPR mission needs and providing best value. Define IT project management best practices; and manage, monitor, and control IT projects per defined processes.

- K. Adopt a continuous improvement methodology as a core value in furtherance of innovation and business process improvement.
- L. As directed by SPR management, support and implement DOE-level initiatives such as OneID and Data Taxonomy, as well as Federal mandates such as Binding Operational Directives (BOD), Emergency Directives, DHS Continuous Diagnostics and Mitigation (CDM), and Data Center Optimization Initiative (DCOI). Respond to external information requests utilizing the data call workflow process.
- M. Annually conduct a survey for the IT Services Questionnaire for all SPR users to gather data on ongoing efforts to improve customer service and more focused and efficient in allocating available resources. Include a user survey at the completion of each IT Request to ask the user if the IT services provided met their needs, and compile these customer satisfactions results for delivery to the DOE IT Director.
- N. Research, budget, and acquire information relating to implementing an extended wireless network at DOE's sites. Deploy mobile capability for SPR users to utilize the wireless network. Capability includes ruggedized tablets, as well as software and mobile applications for access to SPR data and business functions.
- O. Operate and maintain connectivity of wired and extended wireless network infrastructure in New Orleans and at remote sites which will consist of wireless controllers, wireless access points, switches and communications equipment. Additionally, full-time on-site Help Desk support will be required to adequately support remote users at each of the SPR field sites
- P. Updated written processes and procedures for addressing, resolving, communicating network outages during core work hours and after-hours must be maintained. After hours processes and procedures should list updated on call details with personnel contact information.

II. DELIVERABLES

Deliverables include the following and shall be electronic unless hard copy is requested:

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Information Management Crosscut (E)	Annually per budget reporting requirements (typically April-June)
2. Initial Draft of Information Technology Long-Range Plan (E)	Annually, June 30
3. Cyber Security Program Plan (E)	Initial June 30 Final September 30 (Annually)
4. Information Technology Long-Range Plan, Final (E)	September 30 (Annually)
5. Review and Update documentation to reflect current continuous diagnostics and mitigation methodologies and techniques as implemented in the SPR environment, and produce Continuing Authority to Operate (CATO) Letters (E)	Annually, within 11 months of last signed CATO
6. Project Schedules for projects of durations greater than 2 months or 80 man-hours (E)	Within 60 days of the approved IT Request
7. ADC and Stennis Alternate Work Site Test (E)	Annually (before May 15)
8. IT Request ready for SPR IT Qualification Board	Within 45 days of the approved IT Request
9. Publish annual cyber security training for privileged users (E)	August 15 (Annually)
10. Record audit findings in the SPR ATS and create Corrective Action Plan(s) as required. Schedule actions in SPR Plan of Action and Milestones (POAM) as required (E)	60 days from Receipt of Report

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
11. RMA IP Impact Assessment Report (E)	60 days from release of a Risk Management Approach Implementation Plan (RMA IP) (formerly PCSP)
12. Complete network incident workflow to capture reported incidents(E)	As required
13. Weekly Status Report with Cyber Security Statistics (E)	Before close of business Tuesday of each week
14. Cyber Security Awareness Newsletter (E)	Quarterly
15. Data Calls (E)	By Workflow due date defined for each Data Call
16. PEMP and CAS Measure Updates Recorded in Score Card (E)	Monthly, by the 6 th day
17. Identification of PII on SPR Information Systems (e.g., scanning or other mechanisms) (E)	Monthly for File Shares and real-time for SharePoint via AvePoint Compliance Guardian; real-time for Outlook via Mimecast
18. Enterprise Application Inventory (IE, MS Office, SharePoint, etc.) to include current version, maintenance end-of-life, and planned upgrade schedule (E)	Annually, with Final Long-Range Plan Submittal (September 30 th)
19. Six-month rolling timeline (high-level) of Data Systems Projects/Efforts or implement a Portfolio-capable tool such as MS Enterprise Project to view categorized projects (E)	Monthly
20. Quarterly Network Circuit Inventory (E)	Quarterly/

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
21. Long Range Plan (LRP) Draft Presentation – The contractor shall formally present the changes to the new version of the LRP document (E)	Annually, with the draft Long-Range Plan
22. Alternate Data Center Test Lessons Learned Report (E)	2 weeks after the semi-annual ADC Test
23. Deliver a Lifecycle of Production Hardware Report (E)	Annually, by October 1st
24. Annual ADC Application Certification (E))	Annually, by September 30th
25. Deliver report on the results from the annual survey for the IT Services (E)	Annually, by September 30th
26. Vulnerability Metrics for FE (E)	Monthly, by the 22 nd of each month
27. Email Phishing Test	Bi-monthly, by end of the month
28. Generate a report for all production hardware OS, OS version, and end-of-life date for all domain joined devices.	Quarterly
29. Quarterly, deliver updated written processes and procedures for addressing, resolving, and communicating network outages during core work hours and after-hours must be maintained. After hours processes and procedures should list updated on call details with personnel contact information.	Quarterly

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Information Technology

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. Effective response to data call requests.	Percentage of responses to data calls returned to DOE site requestor by the due date.	90%	97%
2. Cyber Security Provide a high level of integrity for all major systems and major applications.	Effectiveness measures relating to blocked intrusions attempts and timeliness of security patches.	a. Apply 95% (quarterly average) of JC3 blocks to known malicious websites within 3 days of release by JC3 with 0 instances of unrecoverable loss or corruption of data b. Apply 95% of all cyber security patches per the vulnerability management procedure (quarterly average)	a. Apply 98% (quarterly average) of JC3 blocks to known malicious websites within 3 days of release by JC3 with 0 instances of unrecoverable loss or corruption of data b. Apply 98% of all cyber security patches per the vulnerability management procedure (quarterly average)
3. Responsiveness to IT Requests Provide adequate assurance that approved IT requests for new Automated Data Processing hardware, software, or services are processed as necessary to support the SPR mission.	Percentage of new IT Project requests that require an Enterprise Change Proposal presented to the Qualification Board in which the project's schedule has been delivered within 45 calendar days of receiving the request.	85% of all IT Project requests	95% of all IT Project requests

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Information Technology
FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
4. Plan of action and milestones (POAMs)	Percentage of plan of action and milestones (POAMs) closed by the scheduled completion date, or by AO-approved extension date.	90%	100%

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Information Technology

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>5. Continuity of Operations for Business Critical Applications</p> <p>Ensure high availability and security of the Crude Oil Sales Offer Program (COSOP).</p>	<p>Continued assurance of the high availability and continuity of operations during Cyber Security attacks and for Disaster Recover events during a sale/exchange.</p>	<p>a. 99.2% availability during normal operations, exclusive of planned downtime, provided by any SPR Network Control Center, Alternate Data Center, or Backup site</p> <p>b. 95% availability within 3 days of catastrophic event</p>	<p>a. 99.5% availability during drawdown, exclusive of planned downtime, provided by any SPR Network Control Center, Alternate Data Center, or Backup site</p> <p>b. 98% availability within 1 day of catastrophic event</p>
<p>6. Information System Availability</p> <p>Assure availability and reliability of business applications necessary to support the SPR mission (Critical Business Applications). Assure access to the Internet and Intranet Portal to the same average percent.</p>	<p>a. Average quarterly percent availability of applications: Exchange, SAP, Crude Oil Valuation Assessment Tracking System (COVATS), SharePoint, and COSOP, exclusive of planned downtime or external impacts.</p> <p>b. Average quarterly percent availability of Network and Application monitoring tools SCOM</p>	<p>a. $\geq 95\%$ Quarterly Average</p> <p>b. $> 97\%$</p>	<p>a. $\geq 98.0\%$ Quarterly Average</p> <p>b. $> 99.0\%$</p>

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Information Technology

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>7. Information Security</p> <p>Assure protection of sensitive Personally Identifiable Information (PII).</p>	<p>Instances of loss of protected PII because of an error or omission in M&O contractor Data Systems technical administration and management of SPRPMO FISMA computing systems, specifically excluding user error and inadvertent access as defined in USE Memo, Security Incident (Including Cyber Security) Notification Protocol, dated August 23, 2013.</p>	<p>Theft, loss, or compromise of PII for less than 100 individuals (reference USE Memo, Security Incident (Including Cyber Security) Notification Protocol, dated August 23, 2013)</p>	<p>0 instances</p>
<p>8. Network Incidents</p> <p>Assure timely response to network incidents and extended network outages.</p>	<p>Use network monitoring tool to SCOM to monitor that critical capabilities of the following applications are available and to minimize Network incidents and outages that impact any of the WAD applications during normal business hours (6:30 a.m.–5:30 p.m., Monday-Friday) (Criteria 6). An incident that impacts the WAD application for a period less than 4 hours is a Network Incident and will be reported in SCOM. An incident that impacts one or more of the WAD applications for a period greater than 4 hours is a Network Outage, exclusive of planned downtime or external impacts.</p>	<p>< 20 Incidents and < 7 Outages</p>	<p>< 10 Incidents and < 4 Outages</p>

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Financial ManagementI. DESCRIPTION OF WORK

Provide financial management functions to assure that those items addressed in the work statements and requirements are accomplished in an efficient manner, provide for continuity of operations, plan for future needs, and establish confidence and credibility for the SPR.

As it relates to accounting and budgeting, develop, implement, and maintain a management control system in accordance with DOE Order 413.1B, Internal Control Program.

Assure the following general accounting and financial reporting requirements are met:

- A. Establish and maintain a financial management system and financial procedures, to include at a minimum, general, expense, and subsidiary ledgers, and related chart of accounts to ensure the submission of accurate and timely financial data to meet DOE reporting requirements and to ensure compliance with the DOE Accounting Handbook.
- B. Perform cash management activities, including the administration of banking agreements, reconciliation of bank accounts, and timely processing and collection of receivables.
- C. Prepare and submit reports to meet customer and internal reporting requirements.
- D. Issue all billings and related transfer statements and analyze and reconcile all financial transactions with other integrated contractors and DOE.

- E. Maintain one cost account system for crude oil.
- F. Provide other accounting data/reports as needed to support DOE oversight.
- G. Formulate and manage a control system designed to certify funds availability before entering into a financial commitment without the obligations necessary to fulfill that commitment.
- H. Maintain and manage a control system designed to capture all financial transactions related to property and inventory, including property and inventory purchased through DOE Direct contracts. System shall ensure that correct capitalization and depreciation processes are in place and generally accepted accounting procedures for recording costs and evaluating assets are followed.
- I. Establish and maintain a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), pronouncements of the Federal Accounting Standards Advisory Board (FASAB), and Cost Accounting Standards (CAS).
- J. Maintain 100 percent of cost ceiling compliance as identified in the Financial Plan and in accordance with the WAD ceilings.
- K. Execute FY 2021 Annual Operating Plan within the associated obligations which are the FY 2020 DOE-approved uncosted obligations and the FY 2021 DOE-approved obligations.
- L. Prepare and submit by the 5th workday of every month, a current listing of open Construction Work in Progress items to DOE Finance and DOE's Support Services Contractor for review. Any discrepancies will be resolved by the 15th workday.

In order to fulfill accounts payable and travel requirements, the following tasks must be accomplished:

- A. Verify the validity of supplier invoices against related purchase orders or subcontracts and process payments in a timely manner.
- B. Process payments for all plant operating expenditures.

- C. Monitor travel expense vouchers against Prime Contract requirements and process for payments, ensuring compliance with annually issued GSA per diem updates.

The following Budgeting activities are required:

- A. Coordinate preparation, submission, and execution of all annual budget request documents, including Base Case request, budget modules, construction budget, and crosscut budget data consistent with DOE Order 130.1, Budget Formulation Process, ensuring compliance with prescribed DOE and PMO budget guidance.
- B. Develop and issue labor (straight time and overtime) and fringe rates for budget requirements.
- C. Execute the FY 2021 Annual Operating Plan (AOP) Straight Time Labor at 100% or no lower than 95% below the planned Obligation.
- D. Prepare and submit impact assessments per DOE requirements. Deliverables should include explanations which address cause, impact, and proposed resolution. All deliverables should include a summary which addresses significant components of each deliverable.
- E. Review and assist in preparation of requests for project authorization.
- F. Maintain a work package database supporting the annual budget request (including all scenarios) in SharePoint.
- G. Maintain a work package database supporting the monthly budget execution in the Cost Management Report in SharePoint.
- H. Develop and submit to DOE the AOP to include Obligation and Cost Plans that supports and executes DOE priorities. Compliance with SPRPMO Order 130.1C dated July 16, 2015, M&O Contractor's Annual Operating Plan Formulation and Execution must be ensured.
- I. Prepare and issue, monthly, the Cost Management Report (CMR) that includes significant monthly changes (as defined in the Latest Revised Estimate (LRE) deliverable) to the LRE.

- J. Prepare and submit, quarterly, the cost and obligation LRE to include variance analysis explanations that address cause, impact and corrective action.
- K. Maintain a work package database supporting interim and final Revised Cost Plan submittals in SharePoint.
- L. Provide other budget data reports as needed to support Internal Reviews, Office of Management and Budget-Budgets/Inquiries, Congressional Budget-Submissions/Inquiries, and DOE Inquiries/Direction.
- M. Provide overall management of business activities.
- N. Support and implement DOE-accepted/directed budget initiatives.
- O. All budget and cost deliverables will reference the source document that was used to create the deliverable.
- P. Annually identify and achieve initiatives that work toward the goal of a reduction of year-end uncOSTed balance by 10% or more.
- Q. By the 3rd business day of every month, prepare and submit a current Individual Priority Listing (IPL) to DOE Finance, DOE APMs, DOE Directors, and DOE's Support Services Contractor.
- R. Within 2 business days of Change Control Board (CCB) approval, forward a list of approved CCB items to DOE Finance for review prior to actual implementation.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Automated Standard Application for Payment (ASAP) Summary (E)	1 st workday (Monthly)
2. Standard Accounting and Reporting System (STARS) Data (E)	Noon 2 nd workday (Monthly)
3. Reconcile Integrated Contractor (IC) trial balance to General Ledger (GL) (E)	15 th of each month
4. Financial Plan Analysis (E)	5 th workday after Issuance of Financial Plan (Monthly)

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
5. Annual Financial Reports and Analysis of Financial Statements (E) and (H)	On or about October 13 (Annually)
6. Deposit and Disbursement Reports (E)	1 st workday (Monthly)
7. Budget Request and to include a review with DOE Budget at least 4 working days in advance of Senior Staff presentation (E) and (H)	In accordance with the annual Budget Request Guidance
8. Cost Management Report (CMR) (E)	On the 15 th workday (Monthly)
9. Quarterly Straight Time Labor Dollar Tracking Report (E)	On the 15 th workday (Quarterly)
10. Annual Statement of Cost Incurred (E)	November 12 (Annually)
11. Annual Operating Plan (AOP) and to include a review with DOE Budget at least 4 working days in advance of Senior Staff presentation (E)	As established by the AOP Schedule of Activities
12. Cavern Remediation, Degas, and other special reports as requested by DOE (E)	15 th of each month
13. Cost Underrun Utilization (E)	15 th workday in October for the prior fiscal year
14. Contingent Liabilities (E)	15 th workday of 3 rd and 4 th Quarter
15. Report of Crude Oil Inventory by Valuation and Trial Balance (E)	15 th workday (Monthly)
16. Institutional Cost Report (E)	10 th workday (December) (Annually)
17. Construction Work in Progress – Listing of Open Items (E)	5 th workday (Monthly)
18. Commercial Banking Statistics (E)	12 Working Days after Quarter End (Quarterly)

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
19. Letter of Credit Pricing Calculation Worksheet (E)	Within 24 Hours of Contract Execution for Exchange Program and Within 24 Hours of Execution of the Notification of Apparently Successful Offeror for Sale Drawdowns
20. Purchase Request (PR)/Purchase Order (PO) Aging Analysis Report (E)	Submit January, April, July, and September, with justification as to why any PO older than 180 days and any PR older than 90 days are still open and what actions are being taken to close them
21. Uncosted	In accordance with approved Control Milestone Change Request
22. Annual Improper Payment and Payment Recapture Audit (E)	On or about the 15 th workday after the end of the 3 rd Quarter
23. Latest Revised Estimates and Obligation Plan with Variance Analysis and to include a review with DOE Budget at least 4 working days in advance of Senior Staff presentation (E)	Present DOE Budget: April 30, August 12 Present to DOE Senior Staff: May 11, August 19
24. Latest Revised Estimates and Variance Analysis for exceptions only for major program drivers known and increases/decreases exceeding \$100,000 (E)	Update for exception changes by the 15 th of each month
25. Headcount/Staffing Profile and Variance Analysis	5 th workday (monthly)
26. Current Individual Priority Listing (E); Report current listing at each Project Review	3 rd workday (monthly)

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
27. List of approved Change Control Board (CCB) items for DOE review prior to actual implementation; Report current listing at each Project Review	2 nd workday after CCB approval
28. Obligations Management Report (OMR) (E)	15 th workday of each month
29. Revised Cost Plan (RCP) (E)	15 th workday of each month
30. CMR Negative Costs (explains negative Actuals) (E)	15 th workday of each month
31. Cost Budget Execution Report (BER), including Variances (E)	15 th workday of each month
32. Obligations (OBS) Budget Execution Report (BER), including Variances (E)	15 th workday of each month
33. Labor and Cost Management Reports (E)	15 th workday of each month
34. Summary of Protective Force Hours (E)	15 th workday of each month
35. Protective Force Contractor Report (E)	15 th workday of each month
36. Multi-Year Oil Sale Report (E)	15 th workday of each month

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Financial Management

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. Provide Financial Management Processes and Systems that ensure accuracy in the financial statements.	a. Submission of Oil Inventory Valuation without errors. b. Submission of the monthly Integrated Contractor file without errors. No more than two submissions to meet target.	a. Zero b. Noon 2 nd Workday of the Month	a. Zero b. 1st Workday of the Month
2. Transfer completed Construction Work in Progress (CWIP) costs to the Property, Plant, and Equipment Account within 6 months of completion.	Number of completed CWIP transactions not capitalized within 6 months of completion.	Zero	Zero
3. Execute FY 2021 Annual Operating Plan (AOP) within Cost and Obligation established for the Final AOP for FY 2021.	a. Actual FY 2021 Cost executed to be consistent with total DOE-approved Cost established for the Final AOP for FY 2021 which includes BCRs processed during the fiscal year. b. Actual FY 2021 Obligations executed to be consistent with and not exceed the total DOE-approved Obligations established for the Final AOP for FY 2021 to include BCRs processed during the fiscal year.	a. 90% b. 100%	a. 95% b. 100%

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Property ManagementI. DESCRIPTION OF WORK

The Property Management resources are based on the Fiscal Year Contract Budget Base and support property management activities in New Orleans, including Stennis Space Center, Mississippi, and the following SPR oil storage and distribution facilities:

- A. Bayou Choctaw, Iberville Parish, Louisiana.
- B. West Hackberry, Cameron Parish, Louisiana.
- C. Big Hill, Jefferson County, Texas.
- D. Bryan Mound, Brazoria County, Texas.

The Contractor shall maintain and administer property management systems for personal property, real property, and all Government-owned, rented, or leased motor equipment, motor vehicles, watercraft, and aircraft as described in Part A (Personal Property) and Part B (Real Property) below:

PART A - PERSONAL PROPERTYI. DESCRIPTION OF WORK

The Contractor shall use sound business practices, DOE Order 580.1A, DOE Personal Property Management Program, Federal Personal Property Management Regulations and such directives or instructions that the DOE Property Administrator may from time to time prescribe. The contractor's property management systems must be compatible with the Government's systems Energy Asset Disposal System (EADS), Property Information Database System (PIDS), GSA Fleet Drive-Thru, GSA Federal Fleet Management System (FedFMS) and the Federal Automotive Statistical Tool (FAST) so that data and reports generated by the contractor can be

used by the Government. As a minimum, the contractor's systems must include property management life cycle procedures for: (1) Requirements Determination; (2) Acquisition; (3) Accountability, Utilization, and Controls; and (4) Disposal.

The Contractor shall also develop, implement, and administer policies and programs for effective and economical management of Government property to include as a minimum:

The Contractor shall also develop, implement, and administer policies and programs for effective and economical management of Government property to include as a minimum:

- A. Plan and schedule property requirements to assure that supplies and equipment are readily available to satisfy program needs while minimizing operating costs and inventory levels.
- B. Maintain complete and accurate inventory control and accountability records.
- C. Proper care and securing of property to include storage, handling, preservation, and preventive maintenance.
- D. Identify property excess to the needs of the organization and dispose of excess storage through transfer, donation, or sale.

The Contractor shall maintain a personal property balanced program to assure objectives of the property management system are being accomplished. Property performance will be documented and compared to established goals and/or standards. Surveillance areas and goals and/or standards will be jointly developed annually by the SPRPMO Organizational Property Management Officer or the DOE Property Administrator and the Contractor Property Management Officer. The Contractor is to conduct periodic management reviews to assure compliance with prescribed policies, regulations, standards, and procedures.

The Contractor shall effectively provide warehouse management to include open, covered storage and lay down areas. Although the St. James Terminal is not used by the SPR, personal property items are housed on site and the Contractor is required to complete an annual inventory.

The Contractor shall manage the GSA Fleet Drive through portal for all GSA-leased vehicles and the GSA Federal Fleet Management System (FedFMS) for all DOE-owned vehicles. The Contractor shall input, update, and make any necessary

adjustments to maintain the accuracy and completeness of the annual motor vehicle data using the Federal Automotive Statistical Tool (FAST), an internet-based reporting tool.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Physical Inventory Results (E) <ul style="list-style-type: none"> • Ammo – Camp Beauregard, Pineville, LA • Technical Industries, Channelville, TX 	Within 30 workdays of occurrence
2. Property Survey Report (Report of Lost, Missing, Damaged or Destroyed Property) (E) and (H)	Within 7 workdays of occurrence
3. Report of Personal Property Furnished to Non-Federal Recipients (E)	1 workday after October 15
4. Annual Head Quarters Personal Property Reporting (E) and (H)	1 workday after December 15
5. Property Information Database (PIDS) Report (E)	1 st workday in December
6. Precious Metal Forecast Report (E)	1 st workday in September
7. Annual Negotiated Sales Recipients Report (E)	1 workday after October 15
8. Annual Inventory Plan and Schedule Requirements (E)	Annually October 15th
9. Perpetual/Physical Inventory Results (E)	November 30 th
10. Excess Property Identification and Disposal (E)	Throughout FY
11. Property Management System Approval (E)	Every 3 years (Next Due 2021)
12. Report of Exchange/Sale (E)	1 workday after October 15

Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

13. Vehicle Requirement Data Sheets (VRDS) (H)	1st workday in November
14. Annual Agency Report of Motor Vehicle Data Federal Automotive Statistical Tool (FAST) (E)	1 workday after October 15
15. Report of Exempted Motor Vehicles (E)	On Request
16. EPAct 2005 Section 701 – Waiver Request (E)	Mid-June
17. OMB A-11 – Budget Estimates (E)	Mid-August

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Property Management - Part A - Personal Property

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>11. <u>Personal Property Management</u>: Establish, implement, and maintain a written personal property system that:</p> <ul style="list-style-type: none"> a. Provides for the efficient, life-cycle management (from acquisition to disposition) of DOE-owned personal property accountable to its contract; b. Incorporates the uniform principles, policies, standards, guidance, and performance expectations of the DOE personal property management program; and c. Is consistent with the terms and conditions of the contract and prescribed Federal statutes and regulations. 	<p>Fiscal Year Annual Personal Property Requirements are met.</p>	<p>80 percent</p>	<p>90 percent</p>

PART B - REAL PROPERTY**I. DESCRIPTION OF WORK**

The Contractor shall use sound business practices, Federal and DOE Property Management Regulations, and such directives or instructions that the DOE Realty Officer/Facilities Information Management System (FIMS) Administrator may from time to time prescribe. The contractor's property management systems must be compatible with the Government's systems (FIMS) so that data and reports generated by the contractor can be used by the Government. must include property management life cycle procedures for: (1) Requirements Determination; (2) Acquisition; (3) Accountability, Utilization, and Controls; and (4) Disposal.

The Contractor shall also develop, implement, and administer policies and programs for effective and economical management of Government property to include as a minimum:

- A. Plan and schedule property requirements to assure that supplies and equipment are readily available to satisfy program needs while minimizing operating costs and inventory levels.
- B. Maintain complete and accurate inventory control and accountability records.
- C. Proper care and securing of property to include storage, handling, preservation, and preventive maintenance.
- D. Identify property excess to the needs of the organization and dispose of excess storage through transfer, donation, or sale.

FIMS is the physical assets database for DOE. The contractor shall input, update, and make any necessary adjustments to maintain the accuracy and completeness of the real property data elements within this system. The contractor, in coordination with DOE, shall conduct a FIMS Validation as required by DOE Headquarters on an annual basis. This will entail reviewing a random sample of records in the FIMS Data Base and comparing the data to related source documents for accuracy. Guidance is provided annually by DOE Headquarters.

The Contractor shall effectively manage (office, warehouse, and special purpose) spaces for SPR mission. The spaces include DOE-owned, leased, or controlled facilities and contractor leases. The Contractor is to optimize space utilization, to plan and execute office relocations, and ensure that occupied spaces are maintained at the highest level of physical and environmentally safe conditions..

It should be noted that although the full range of property management resources and the activities associated with the effective and economical management and operation of the St. James Terminal 36-inch Bayou Choctaw pipeline and 40-inch and 30-inch Bryan Mound pipelines is not applicable since they are not used by the SPR even though it is still in DOE's real property inventory. However, the St. James Terminal and the 36-inch Bayou Choctaw pipeline are outgranted to Shell Oil Products U.S. and monitored through the annually conducted Lease Performance Evaluation process. The 30-inch and 40-inch Bryan Mound pipelines are outgranted to ExxonMobil and monitored through the annually conducted Lease Performance Evaluation process.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Annual Status of SPR Real Estate Acquisition Report (E)	Mid-February
2. Update FIMS database and secure source documents to support annual validation (E)	End-June
3. Report and management and/or operational work activities to be conducted on leased office, warehouse and/or special purpose space (E)	Within 24 hours of notice of proposed activity or within 1 hour of notice from duty officer of an emergency action.
4. Annual condition survey of all property assets (E)	End-June

WAD NUMBER: 2021-1.T
 PERFORMANCE AREA: Technical Support and Management - Property Management – Part B – Real Property
 FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>The Contractor shall ensure the proper stewardship of DOE-owned real property assets</p> <p>a. The Contractor shall also ensure that the data entered into FIMS is comprehensive, accurate, complete, and up to date and matches the information on the current source documents</p> <p>b. Through active, value-based, and informed management processes that ensure the existence of adequate real property assets fully capable of meeting mission requirements under physically and environmentally safe conditions.</p>	<p>a. Percent of accurate data included in FIMS elements based on data analysis or sampling methods.</p> <p>b. Percent of work action reports provided in accordance with requirements</p>	<p>a. 100% accuracy for FIMS Validation Performance Measures which comprises the following data elements: Assets utilized; Replacement Plan Value; Deferred Maintenance; Operating Cost (site-level); Annual Actual Maintenance (asset level); and Annual Rent. 90% accuracy for the remaining FIMS data elements</p> <p>b. 90% accuracy of data</p>	<p>a. 100% accuracy of all FIMS data elements</p> <p>b. 100% accuracy of data</p>

PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Property Management – Part B – Real Property

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
c. The Contractor shall conduct an annual survey of each real property asset identifying deficiencies that affect employee safety, mission readiness, operational safety, work health, environmental protection and compliance, security and property preservation.	c. Percent of accurate data in the annual condition surveys	c. 85% accuracy of data	c. 100% accuracy of data

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Human ResourcesI. DESCRIPTION OF WORK

Manages and directs an organization which provides for labor compliance, compliance with DOE Regulations, policy and procedure development, implementation and interpretation, responsible for personnel administration for the sites and New Orleans, Equal Employment Opportunity (EEO) administration, employment, compensation, employee relations, medical services, employee assistance program, manpower planning, organization, control staffing plan program, and training and development activities.

A. Personnel and Human Resources:

1. Maintain and monitor an effective automated Human Resources Information System as well as maintain all personnel records, to include SAP Human Resource functionalities implemented.
2. Administer a comprehensive pay and benefits program to provide cost-effective compensation and benefit package to attract and retain competent workforce and maintain compliance with applicable State and Federal regulations. Maintain a total compensation package within industry standards.
3. Administer employment programs for recruitment, hiring, promotions, transfers, relocations, redistribution of workforce, layoffs, outplacement, and terminations.
4. Administer 401K programs and COBRA-required benefits programs.
5. Maintain effective and harmonious employee relations ensuring full compliance with all applicable Federal and State legislation.

6. Coordinate effective negotiations and administration of relevant collective bargaining agreements ensuring full compliance with applicable Federal and State guidelines.
7. Develop, implement, and maintain an effective EEO and Diversity policy and program, consistent with the approved Diversity Plan. Develop, implement, and maintain an Affirmative Action program that will hire and promote minorities, females, veterans, and persons with disabilities. Both programs shall include appropriate involvement with community agencies, schools, colleges, and organizations that positively impact the advancement of minorities, females, veterans, and persons with disabilities.
8. Maintain an effective Employee Concerns Program consistent with all applicable Directives.
9. Maintain an effective fitness for duty program as applicable and an Employee Assistance Program (EAP) for employees and eligible dependents.
10. Maintain an effective occupational medical program in compliance with applicable DOE Orders.
11. Assure the effective and efficient administration of all employee recognition programs.
12. Provide timely response to any DOE requests for special studies, analyses, reports or other activities.
13. Perform all administrative functions related to health benefits and insurance activities for employees and their dependents, including the recoupment of costs over the \$170,000 threshold.
14. Maintain an orderly and efficient assignment of duties and responsibilities for the economical accomplishment of the work. Each position systematically planned so that it is logical and consistent internally and fits with other positions into an orderly, productive, and efficient organization.

B. Training and Development

1. Implement, operate, and maintain a learning management system that will ensure effective and efficient training and personnel development programs.
2. Implement a company-wide training policy which includes: authority, responsibility, administrative controls, and a systematic approach to the development of technical training and employee professional development programs.
3. Evaluate training programs to ensure effective use of budgeted funds.

II. DELIVERABLES

Deliverables include the following:

Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy) Due

Personnel and Human Resources:

- | | |
|--|---------------------------------------|
| 1. Employee Assistance Program Report (H) | November 15 |
| 2. Report of Work Force Restructuring (E) | As required |
| 3. Report of Contractor Expenditures for Employee Supplemental Compensation (E) | March 1 |
| 4. Affirmative Action Plan/Report (H) | May 15 |
| 5. Annual Diversity Plan/Updates and Yearly Updates Thereafter | 30 days prior to start of fiscal year |
| 6. Report Percent of Non-Legally Mandated Fringe Benefit Rate to Total Labor (E) | Monthly |
| 7. Contractor Salary Wage Increase Expenditure (E) | March 1 |

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
8. Report of program drug and alcohol testing results consistent with 10 CFR 707 and separate reports on each lower tier subcontractor from maintained records pursuant to applicable Directives (H)	Semiannual January 15 and July 15
9. Monthly Headcount Reports (E)	The Thursday prior to the Project Assessment Briefing, usually the third Thursday of the month
<u>Training and Development</u>	
10. Annual Training Plan for Next Fiscal Year (October 1 – September 30) (H)	September 1 of each year
11. Annual Report of E-Learning Usage and Compliance (E)	Annually by September 30
12. A list of employees who attended training in excess of 200 hours per employee in the past fiscal year. The list will include employees name, location and title of training, and number of hours of training (E)	September 30

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Human Resources

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURES	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>1. An effective Human Resources program to include efficiencies in staffing, compensation, benefits, and employee relations.</p> <p>a. Compensation.</p> <p>b. Affirmative Action.</p>	<p>a. M&O contractor average salaries/wages to market reference value midpoint.</p> <p>b. Percentage of under-utilized categories as identified in the annual Affirmative Action Plan (where opportunities exist (new hire/promotion: 1 hire, 2 promotions)).</p>	<p>a. 80 percent</p> <p>b. 50 percent</p>	<p>a. ≤ 120 percent</p> <p>b. 75 percent</p>
<p>2. Ensure the implementation of an effective training program by measuring training completion and effectiveness.</p>	<p>Regulatory/compliance using basic qualifications training completed and recorded in SAP for all base contract employees within 30 days.</p>	<p>95 percent</p>	<p>98 percent</p>

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management – Safety and HealthI. DESCRIPTION OF WORK

The Contractor shall develop and implement a safety and health management system that identifies and controls workplace hazards and integrates safety and health into all phases of work planning and execution. The program shall encompass all SPR Government-owned and Government-leased facilities and operations as well as M&O Contractor-leased facilities operated with federal funding and used in support of SPR operations. The resulting safety and health program shall:

- a. Strive to reduce the risk of occupational injuries and illnesses, first aid cases, and safety-related incidents;
- b. Maintain and adopt the highest standards of performance (i.e., the Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP) criteria) and implement an Integrated Safety Management (ISM) System, ensuring the safe and healthful operation of facilities and protect workers and the public; and
- c. Emphasize management's overriding dedication to safety over schedule and cost; and
- d. Ensure safety is a precondition for all work performed to include a graded and tailored approach as part of activity-based work planning, preliminary job walk downs and authorization approved at a level commensurate with risk;
- e. Emphasize identification and control of workplace hazards, and implementation of a hierarchy of controls;
- f. Encourage worker participation in reviewing work activities, identifying associated risks and implementing corrective measures;

- g. Ensure that workers possess a questioning attitude with respect to safety, can report unsafe acts without retribution, have effective avenues to provide input to safety policies, and procedures, and that workers on any SPR facility or remote work location have the right and responsibility to stop work when they observe an unsafe act or if they feel uncertain that the work can be performed safely;
- h. Promote a safety culture that is resilient to organizational drift and focuses on continuous improvement in safety vs. mere compliance;
- i. Implement an integrated Industrial Hygiene program based on the principles of workplace evaluation, risk assessment, sampling and analysis methodologies of the American Industrial Hygiene Association (AIHA) publication, *A Strategy for Assessing and Managing Occupational Exposures, 4th edition*; and
- j. Subscribe to an Integrated Safety Management System (ISMS) through application of ISM principles, integrate safety into management and work practices affecting all functional areas, including, but not limited to, operations, finance, human resources, subcontractor management, maintenance, engineering design, construction, security, property control and procurement. The ISM System shall:
 - 1. Include behavioral safety, or a similar peer-to-peer observation and feedback process;
 - 2. Keep all Accident Prevention Manual (APM) sections current and updated in compliance with OSHA and other applicable Federal and State requirements, applicable DOE and SPRPMO requirements, and as required to maintain OSHA VPP Star status certification at all four sites;
 - 3. Include a mechanism to capture employee reports of hazards;
 - 4. Include a process for self-assessment, that covers safety culture, the timely correction of identified deficiencies, and feedback and continuous improvement processes;
 - 5. Contain an inventory of processes and tasks resulting in completed risk assessments of safety and health hazards across the SPR, ensuring that all high-risk, high-consequence and uncontrolled hazards have been properly assessed;

6. Identify and control hazards to prevent and mitigate incidents before beginning work activities, with a focus on high-consequence events resulting in unacceptable consequences;
7. Track and manage risks, working to reduce risk to a level acceptable to senior management; and
8. Continuously monitor organizational performance indications to self-identify safety problems and help plan specific improvement actions;
9. Operate a training program which integrates safety culture into ES&H training and ensures that all personnel possess the experience, knowledge, skills, and abilities necessary to discharge their safety and health responsibilities; and
10. Use and share lessons learned, operational experiences, incident causal analyses, and cross talks to improve safety systems across the SPR.

The safety and health program shall comply with the Department of Energy Acquisition Regulation (DEAR) clause located at the Code of Federal Regulations (CFR), Title 48, Part 970, Section 5223-1, DOE Order 231.1B, Admin Change 1, *Environment, Safety and Health Reporting*; DOE Policy 450.4A, Change 1, *Integrated Safety Management Policy*; SPRPMO M-450.1-1B, *Environmental, Safety and Health Manual*, Chapter 3, Safety and Health; SPRPMO N-450.4a, *Implementation of Environmental, Safety and Health Contractor Requirements Documents*; SPRPMO N 450 series, *SPR Environmental, Security, Safety and Health, and Emergency Preparedness Goals Fiscal Year 2021*; SPRPMO 0037, *Integrated Safety Management System Description*; CFR, Title 29, Parts 1904, 1910, and 1926; the Code of Federal Regulations, Title 49, Part 195, *Transportation of Hazardous Liquids by Pipeline*; Louisiana Administrative Code, Title 43, Part XVII, Natural Resources Office of Conservation – Injection and Mining, Subpart 3; Texas Administrative Code, Title 16, Part 1, Chapter 3, Rule 3.95, *Underground Storage of Liquid or Liquefied Hydrocarbons in Salt Formations*; and DOE STD 6005-2001, *Industrial Hygiene Practice*. The Contractor shall provide support to DOE and all Contractor elements for the implementation of, and compliance with, the safety and health elements of all DOE and SPRPMO. Orders, Policies, Notices, Manuals, and Standards that apply to this Contract.

II. DELIVERABLES

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due

1. Individual injury and illness reports must be submitted electronically using the Computerized Accident/Incident Reporting System (CAIRS), as required by DOE O 231.1B, Admin Chg 1 (E)

New Injury and Illness Reports: Twice per month, on or before the 15th of the month and the last working day of the month. Initial reports must include the actual number of days away, restricted or transferred (DART) as of the date of the report.

Revised Reports:
Revisions to lost work time and any information initially reported will be submitted quarterly, by the 10th day of the month following the end of each calendar quarter until the case is closed.

2. Tabulation of work hours for all SPR Organizational Codes in CAIRS

October 10, January 10, April 10, and July 10

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy) Due

3. Conduct an effective causal analysis using a graded approach, appropriate to the complexity of the situation. May be conducted in conjunction with DOE-directed investigations. Casual analyses shall be conducted by a person trained in the method used (e.g., TapRoot, 5-Why Analysis, Fishbone Diagram) and include:

Within 30 calendar days after date of accident.

- accurate and complete descriptions of the event (including photographs as appropriate) to support identified causes
- all root/contributing /direct causes with substantiating details, casual analysis method used
- an association of ISMS general principles and/or core functions
- causal analysis method used
- proposed corrective actions/recommendations
- implementation schedules to mitigate identified causes
- person(s) performing/leading the analysis

Findings for root cause analyses shall be entered into ATS. (E)

- | | |
|---|--|
| a. Root cause analysis for vehicle accidents | Within 30 calendar days after date of accident. |
| b. Root cause analysis for recordable injury or illness cases resulting in Days Away, Restricted Work or Job Transfer (DART). | Within 45 calendar days after identification of issue. |
| c. Root cause analysis for other conditions or events with health or safety concerns identified by management. | Within 45 calendar days after identification of issue. |

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
d. Root cause analysis for Process Safety Management (PSM) compliance issues identified by management.	Within 45 calendar days after identification of issue.
4. Quarterly Safety, Industrial Hygiene and Recordable Injury Quarterly Report, to include:	7 calendar days after the end of the quarterly period
a. Quarterly and Cumulative Fiscal Year-to-Date Days Away, Restricted Work or Job Transfer (DART) Case Rate for:	
i. M&O contractor and its subcontractors only (E)	
ii. M&O contractor, its subcontractors, DOE, and its Prime Contractors and subcontractors (E)	
b. Quarterly and Cumulative Fiscal Year-to-Date Total Recordable Case (TRC) Rate for the:	
i. M&O contractor and its subcontractors only (E)	
ii. M&O contractor, its subcontractors, DOE, and its Prime Contractors and subcontractors (E)	
c. Separate Cumulative Fiscal Year-to-Date Lists, with descriptions, of recordable injury or illness cases and vehicle accidents for M&O contractor, its Subcontractors, DOE, and its Prime Contractors and Subcontractors, by Occurrence Date (E)	
d. All disciplinary actions and/or enforcement actions related to safety and health (inclusive of FFPO and Contractors) (no sensitive/PII information) to include (E):	

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due Date

- i. Date of initiating safety and health event
 - ii. Description of safety and health event
 - iii. Job classification
 - iv. Employer
 - v. Description of disciplinary action and/or enforcement
- e. A report analyzing safety and IH training to include (but not limited to):
- i. Training completion goals and number of completed and incomplete training for each target audience category.
 - ii. Code each class with Safety (SAF), industrial hygiene (IH), or OSHA required (OSHA)
 - iii. Include performance measure calculation
5. Review and update SPR Contractor Integrated Safety Management (ISM) System Description (E) November 30
6. Conduct an SPR ISM System FY 2020 Annual Review and generate a report as a part of collaborative effort with Quality Assurance, Environmental, Operations (E) December 31
7. Brief FY 2020 ISM System Annual Review and ISM System Description to the SPRPMO PM and SSRs; declare the ISM System effective to DOE; communicate results to the SPR sites; and post the FY 2020 ISM System Description and Annual Report to the SPR SharePoint home page (send out SPR-wide notification email). No later than March 31

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due Date

- | | |
|---|--|
| 8. Submit an updated weekly First-Aid and Recordables Report (E) | Weekly every Thursday before 10:00 a.m., send updated report to the SPR ES&H Director and the DOE Safety Staff |
| 9. Safety and Industrial Hygiene Survey of Firing (E) and (H):
a. Provide a report including, but not limited to, an evaluation of all Safety and Health requirements included in DOE O 473.3 Attachment 2, Sections I-L, APM Sections 9 (Bloodborne Pathogens), 15 (Electrical Safety-Related Work Practices), 23 (Hazard Communications Program), 26 (Industrial Hygiene Program), 36 (Hearing Conservation), 50 (Carcinogens), 55 (Pressurized Compressed Air and Gas). This report may be included in other contractor range assessment reports or as a separate document. | Annually, each fiscal year prior to September 30 |
| 10. Process Safety Management Compliance Audits (E) | As Required by 29 CFR 1910.119 (O) (next regulatory due date is December 2022) |
| 11. Industrial Hygiene Exposure Assessment plans:
For each exposure assessment plan submitted, include the elements below (E):

a. General plans shall include the risk ranking of the exposure or operation of interest, if determined, the similar exposure group, and a justification of the risk ranking including any existing data from exposure monitoring, direct readings, or operational experiences | Annually, each fiscal year prior to September |

Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)

Due Date

- | | |
|--|----------------------------|
| <p>b. Special and Incidental exposure assessment plans shall include a detailed description of the operation, known existing controls, sampling strategy, sampling methods, analytical methods, and applicable Occupational Exposure Limits (OEL's)</p> | |
| <p>12. Support sites in an annual evaluation of the site real property in support of Technical Support and Management WAD No. 2021-1.T by identifying building deficiencies that affect employee safety and/or health. Deficiencies may include, but are not limited to: evidence of water intrusion from all sources, evidence of poor humidity control, evidence of active fungal growth, pest infestations, IH monitoring with results of Indoor Air Quality problems, electrical system deficiencies, other mechanical system deficiencies. Deficiencies that pose a risk to employee safety and health shall be identified, risk ranked, categorized, and dispositioned according to the requirements of TSM WAD No. 2021-1.T and the Work Order System (E)</p> | <p>As scheduled.</p> |
| <p>13. Provide input to the SPR Annual Report and FE Annual ES&H Data Call):</p> | <p>As scheduled.</p> |
| <p>14. Project/Program Review Safety and Health Slides (E)</p> | <p>Quarterly</p> |
| <p>15. Conduct an SPR ES&H Summit</p> | <p>Before September 30</p> |

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due Date</u>
16. Heroes for Zero Data Submittals (E)	Within 7 business days after the end of each month
17. Conduct Two Tripartite Safety Council Meetings. Develop developing agendas, and writing meeting minutes, track action items, develop/track corrective actions (E)	As Required
18. Safety and Health CAS Update (E)	Within 14 days of receipt of WAD
19. Workover Safety Reports, Rig Inspection Reports, H2S/VOC/Benzene Sampling Log, Heat Stress Log (E)	Daily or As Required
20. Notification with supporting details of Industrial Hygiene overexposures/suspected overexposures (Hydrogen Sulfide alarms, Benzene alarms, and/or quantitative monitoring results) above the ACGIH limits or other relevant Occupational Exposure Limits (OELs)	Within 24 hours for direct reading instruments or within 24 hours of classification of exposure and in compliance with DOE O 232.2A
21. Lock Out-Tag Out Program Summary update on status of LOTO program after implementation of changes from the 2019 DOE/FFPO LOTO Summit and the LOTO Effectiveness Review Report	March 31 and September 30
22. Ensure all Life Extension 2 specific safety and health reporting is included as a part of the base program WAD requirements, but is labeled LE 2	
23. Annual Voluntary Protection Program (VPP) Self-Assessments of Site Safety and Health Report sent to OSHA and DOE VPP for each site (E)	February 15

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management – Safety and Health

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURES	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. Safety Statistics	a. Days Away Restricted /Transferred (DART) Rate per 200,000 worker hours (M&O contractor and M&O contractor’s subcontractors).	1.50 Cases	≤ 0.90 Cases
	b. Total Recordable Case (TRC) Rate per 200,000 worker hours (M&O contractor and M&O contractor’s subcontractors).	2.80 Cases	≤ 1.40 Cases
2. Safety Performance	Number of incidents that include any of the following:	Zero Incidents	Zero Incidents
	a. A work-related fatality, or b. A single incident requiring in patient hospitalization of 1 or more M&O contractor or M&O contractor’s subcontractor employees, including any amputation or loss of an eye.	One Incident excluding fatalities	Zero Incidents

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management – Safety and Health

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURES	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>3. Industrial Hygiene Corrective Actions Performance:</p> <p>970.5223-1 (c) (5): Provide feedback on adequacy of controls and continue to improve safety management</p> <p>970.5223-1 (g): The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System.</p>	<p>Corrective Actions to a DOE Finding (as communicated to M&O Contractor’s S&H oversight office) entered into the Action Tracking System (ATS)</p>	<p>80% of all DOE-initiated, Industrial Hygiene-related ATS corrective actions submitted and approved within 45 days.</p>	<p>100% of all DOE-initiated, Industrial Hygiene-related ATS corrective actions submitted and approved within 45 days.</p>

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management – Safety and Health

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURES	FY 2021 OUTPUT	
		MINIMUM	TARGET
<p>4. OSHA, Safety, and Industrial Hygiene Training:</p> <p>970.5223-1 (b)(3): Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.</p> <p>SPRPMO O 420.1D Attachment 1: Establish clear and unambiguous roles and responsibilities for the conduct of all SPR activities.</p>	<p>Completion of all M&O-identified and regulatory-required safety training for M&O employees.</p> <p>Industrial Hygiene-Related Training for IH technicians, safety personnel with IH-related responsibilities, operations/maintenance personnel with IH responsibilities, and supervisors/managers with IH-related responsibilities</p> <p>(OSHA) OSHA Required Training weight: 0.5 (SAF) M&O Identified, non-OSHA Required training: 0.25 (IH) IH-related training weight: 0.25</p> <p>Formula: (%complete OSHA) (.5) + (%complete SAF) (.25) + (%complete IH) (.25) =total % complete</p>	<p>80% of all personnel with IH responsibilities trained by the end of the quarter</p> <p>Must maintain a minimum of 80% for each quarter to achieve minimum annual performance.</p>	<p>90% of all personnel with IH responsibilities trained by the end of each quarter</p>

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Fire Protection/Emergency ManagementI. DESCRIPTION OF WORKFire Protection

The Fire Protection program provides engineering and technical oversight to ensure that SPR fire equipment and systems are maintained in a manner to prevent, detect, and mitigate fires. This will be accomplished through operational readiness inspections; sound engineering design and construction review, and proper checks of fire protection systems and equipment for protecting the public, employees, and property from fire losses. The program will provide for training and certification of Emergency Response Team (ERT) personnel in accordance with DOE *Facility Safety* directives, National Fire Protection Association (NFPA) requirements, Occupational Safety and Health Act (OSHA), and other applicable standards. Verification of the reliability of fire detection and suppression systems shall be accomplished by the thorough-conduct of tests, independent audits, and inspections of fire systems and equipment. The Fire Protection Program and procedures will be compliant with NFPA and other fire-related standards and requirements applicable to the SPR.

Emergency Management (includes Emergency Preparedness and Response)

The disciplines of emergency preparedness and response form the emergency management program. Emergency Management will develop and implement all-hazards planning, preparedness, and response capabilities to ensure timely and effective all hazards response to events that may adversely affect the health and safety of the public and employees, for protecting property and the environment, and ensuring drawdown operations in the event of emergencies. The program will provide for: maintenance and inspection of emergency facilities and equipment; training of the ERT personnel; emergency drills and exercises at each SPR site in compliance with DOE and SPR Orders and Federal and state regulations; the updating of current emergency plans and procedures based on site specific hazards; the initiation and maintenance of Basic Ordering Agreements (BOAs) and mutual

aid agreements for response organizations; and coordination with Federal, state, and local, agencies. The disaster recovery program provides the SPRPMO a plan to enable SPRMO and the M&O contractor with temporary facilities and equipment necessary to continue the essential functions of SPR operations and business recovery. The M&O contractor will develop disaster recovery procedures as part of an integrated Continuity of Operations Plan (COOP). The Disaster Recovery/COOP Program must include the Stennis and NOLA Warehouse, stored equipment, and functional areas.

The Contractor shall perform the following Emergency Management and Fire Protection/Disaster Recovery/COOP activities:

- A. Organize and maintain an Emergency Response Organization (ERO) that includes qualified ERT members at each storage site and Emergency Management Teams (EMTs) at the SPR.
- B. Staff and maintain Mutual Assistance Agreements with local area mutual assistance associations, local Government emergency directors, fire departments, sheriffs, and other agencies where possible and as appropriate.
- C. Assure response readiness for the emergency cadre. This includes emergency cadre lists are current, and cadres are trained and qualified, and they are available for immediate response with the required equipment. Conduct communication tests for ERT and EMT personnel.
- D. Maintain a comprehensive Emergency Management Program plan and facility/site specific implementing emergency response procedures as required by State and Federal regulation, including OPA 90 and DOE Order 151.1D, for timely emergency response. Update and revise all developed plans and procedures as required. Coordinate emergency plans with off-site agencies such as the Local Emergency Management Committees and local law enforcement agencies.
- E. Ensure the SPR properly maintains emergency facilities and equipment to:
 - B. Operational communications with the ability for communication capability with emergency responders and DOE Headquarters EOC.
 1. Operate a SPR Emergency Operation Center (EOC) in New Orleans and a facility EOC at each storage site and Stennis, and predesignate

appropriate alternate off-site EOC facilities for each location as required by DOE Orders and local requirements.

2. Operational communications with the ability for communication capability with emergency responders and DOE Headquarters EOC.
 3. Develop procedures that implement or recall capability during emergency or COOP operations.
 4. Respond with emergency equipment for initial emergency response such as first aid, medical treatment, emergency transportation, communications equipment, fire protection equipment, and spill response equipment at each storage site.
- F. Maintain and operate mobile/portable EOC and Emergency Communication Equipment in coordination with the DOE Emergency Communication Network (ECN).
- G. Maintain and exercise Basic Ordering Agreements (BOAs) with response and cleanup contractors. Ensure proper notification of responders and regulatory agencies during an event, including DOE personnel.
- H. Develop protective action and accountability procedures to be taken during events at the SPR. Ensure employees are aware of and familiar with the protective action procedures, including sheltering locations, evacuation routes, and assembly areas.
- I. Ensure the SPR Emergency Management is in a constant state of readiness through a coordinated training, exercise, and drill program. Conduct scheduled and unscheduled tabletops, exercises, and drills as required by DOE and regulatory agencies and SPR plans.
- J. Develop and implement a formal emergency response training for the SPR that includes ERT qualification training, fire suppression, first aid, management officials and specialized emergency duty personnel, and all others with emergency response responsibilities, including SPR and DOE personnel.
- K. Ensure that 100 percent of Incident Commanders/Qualified Individuals are trained in Incident Command System to the appropriate level.

- L. Provide adequate fire protection management to ensure fire prevention and protection systems and equipment are properly inspected, maintained, and operated to provide appropriate levels of protection throughout the SPR. Maintain adequate staff, including Fire Protection Engineers. Continuing education and training shall be provided to maintain and enhance the competency of the Fire Protection staff to professional levels. Provide and maintain a review and comment system of all plans and specifications to ensure the SPR is designed and constructed to mitigate Risk/Highly Protected Risks (IR/HPR) levels of fire protection. Provide oversight and analysis consequence, probability, failure mode(s), and efficient and effective corrective actions and prioritized for funding of the corrective action(s).
- M. Promptly notify the Assistant Project Manager for Technical Assurance and Director, Security and Emergency Operations of a Fire Protection/ Emergency Management event, deficiencies, problems, corrections, and changes to Fire Protection and Emergency Management systems, equipment, policy and ERT staffing.
- N. Provide cost-effective, timely, and appropriate recommendations on permanently correcting Fire Protection related deficiencies identified in the Assessment Tracking System.
- O. Conduct Emergency Management/Fire Protection self-assessment of facilities and operations according to the scope and frequency established by DOE and SPRPMO requirements and DOE Order. This shall include appraisals, performance analysis, follow-up, communications, and corrective action tracking.
- P. Prepare and make presentations required by DOE.
- Q. Provide for the timely completion of Emergency Management and Fire Protection assignments as required by directive and the Contractor Requirements Document.
- R. The Contractor shall utilize the Occurrence Reporting Processing and Information Guidance in conformance with DOE and SPRPMO Orders.
- S. Provide adequate Disaster Recovery management to ensure Disaster Recovery plans, procedures, and equipment are in place and available for COOP in case of a major disaster at any SPR facility. Develop training for COOP personnel as identified in the SPR Plans.

- T. Schedule and conduct necessary drills/exercises to ensure plans, equipment, and personnel readiness in case of a COOP event.

II. DELIVERABLES

Deliverables include the following:

<u>Deliverables (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Submit Exercise After Action Report(s) (E) and (H)	Not later than 45 working days after exercise completion
2. Record Lessons Learned from each PREP Exercise (E)	Not later than 45 calendar days after the After-Action Report is accepted by SEOD
3. Submit Corrective Action Plan for all deficiencies noted in self assessments and outside program review(s) (E)	30 working days after receipt of initial findings
4. Submit Emergency Response Assurance Plan (ERAP) and Exercise Schedule (E) and (H)	October 15 th
5. Provide Final Exercise Drill Package for signature (H)	30 calendar days prior to exercise
6. Conduct Staff Hurricane Awareness Training	May 31 st
7. Submit updated/reviewed M&O contractor Business Continuity Plan (COOP) (E) and (H)	By Milestone Date
8. Provide training to all ERT members	Annual

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Fire Protection/Emergency Management

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
1. Ensure Emergency Response Team (ERT) members are prepared to respond to emergencies at each site.	a. Percentage of (quarterly) trained ERT members at each site.	a. 95 percent of authorized ERT members at each site must be trained and fully qualified	a. 100 percent of authorized ERT members on roster at each site must be trained and fully qualified
	b. Percentage of key spill response equipment categories listed in site’s quarterly spill response equipment readiness inventory is available and functional and operational. (1) Boom Sections, (2) Boats, (3) Motors, (4) Trailers, (5) Response Trailer, (6) Command Trailer, (7) Command Vehicle, (8) Tow Trucks, (9) Confined Space Rescue Equipment.	b. 90 percent of inventory must be available for emergencies	b. 100 percent of inventory must be available for emergencies
	c. Successful completion of Preparedness for Response Exercise Program (PREP) drills/exercises objectives and equipment readiness.	c. N/A	c. 100 percent of PREP objectives tested (prorated)
2. Emergency Management	a. Conduct an annual self-assessment using established Standards and Criteria.	a. N/A	a. 100 percent
	b. Emergency Management Inspection must achieve a Satisfactory and Effective Performance Rating.	b. N/A	b. 100 percent

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Fire Protection/Emergency Management

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
3. M&O Contractor Business Recovery Plan must be current and accurate.	a. Annual review and update.	a. N/A	a. 100 percent
	b. Business Recovery Plan must support the current SPRPMO Continuity of Operations Plan.	b. N/A	b. 100 percent
4. Emergency Plans	Emergency Plans must be reviewed and revised as necessary, annually.	N/A	100 percent
5. Fire Protection Planning	a. Annual review/update to the Fire Protection Manual ASL 5480.18 and associated procedures.	a. N/A	a. 100 percent
	b. Maintain Training Competency Schedule and records on ERT members.	b. N/A	b. 100 percent
	c. Update test procedures and work instructions for maintenance and testing of the fire equipment.	c. N/A	c. 100 percent
	d. Develop and deploy employee awareness training for fire protection (note: may be done with Emergency Management).	d. N/A	d. 100 percent

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Fire Protection/Emergency Management

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		MINIMUM	TARGET
6. Emergency Event Reporting/ Classification	Accurately categorize operational emergencies.	N/A	100 percent

M&O CONTRACTOR FOR STRATEGIC PETROLEUM RESERVE

Work Authorization DirectiveTechnical Support and Management - Internal AuditI. DESCRIPTION OF WORK

The purpose of the Internal Audit function is to comply with the Internal Audit Clause of the contract (Department of Energy Acquisition Regulation 970.5232-3) and related applicability of DOE Orders O 221.2A “Cooperation with the Office of Inspector General;” O 226.1B “Implementation of Department of Energy Oversight Policy;” O 227.1A, Independent Oversight Program, 2340.1C “Coordination of GAO Activities;” O 413.1B “Internal Control Program;” and O 221.1B “Reporting Fraud, Waste, and Abuse to the Office of Inspector General.”

1. The Internal Audit operations must be conducted in a manner satisfactory to DOE, which includes:
 - a. Be organizationally independent, both de facto and in all outward indications.
 - b. Maintain a sufficient staff to provide adequate audit coverage of key operations and related costs.
 - c. Maintain staff of appropriately trained professionals to comply with Institute of Internal Auditors (IIA), Standards for the Professional Practice of Internal Auditing (includes Continuing Professional Education (CPE), focused on specialized training in areas to be covered in Annual Audit Plans, i.e., Information Systems and SAP audits.
 - d. Perform sufficient testing of systems’ “internal controls” (management controls) and substantive testing of financial transactions to ensure that costs are reasonable, allowable, and allocable under the contract, and issue final Incurred Cost audit report by April 15, 2021 unless unforeseen circumstances necessitate an agreed upon extension of the date.

- e. Prepare Fiscal Year (FY) 2022 Annual Audit Plan to provide for adequate coverage of reasonableness, allowability, and allocability of all incurred costs and submit plan by June 18, 2021, for subsequent Head of Contracting Activity (HCA) or designee approval and submission to the Office of Inspector General (OIG). The plan should be based on a risk assessment of auditable areas, incorporate areas of concern identified by DOE/M&O Contractor management and OIG, and include a data sheet for each audit planned.

2. Internal Control Program Reporting

- a. Support M&O Finance's annual and quarterly reporting of Internal Control Evaluations based on the Fiscal Year Guidance from the DOE Office of Chief Financial Officer (CFO) implementing DOE O 413.1B, "Internal Control Program" in compliance with the Federal Managers Financial Integrity Act (FMFIA). Support shall include:
 - (1) Testing and validation associated with the Financial Management Assurance (FMA) Evaluation results as documented in the CFO (M&O's) Excel FMA Tool.
 - (2) Review/identify or concur with any Potential or Immediate Significant Issues identified in the Excel Entity Assessment Tool (EAT).
- b. Preparation and submission of the FY 2021 Annual Assurance Report from the M&O Contractor Project Manager to the DOE Project Manager. This report will consider the following:
 - (1) Status of Management Control and Financial Management Systems. Consider existing information such as:
 - (a) Internal and external reviews, audits, appraisals, and other types of evaluations and any problems that were disclosed.
 - (b) Activity reports and other existing mechanisms for reporting to management and any problems disclosed.
 - (c) Problems identified through ongoing quality initiatives.

- (d) Underlying management principles incorporating GAO standards for Internal Controls.
 - (e) Strategic Plans, Budget, and Customer Needs.
- (2) Summary of audit activity during the fiscal year.
 - (3) Identification of any “Reportable Conditions/Material Weaknesses/ Material Nonconformances,” in accordance with the Office of Chief Financial Officer’s direction for compliance with the reporting requirements of DOE 413.1B, “Internal Control Program.”
 - (4) The FY 2020 Annual Assurance Report must be signed by the M&O Contractor’s Project Manager as of the submission date and submitted to DOE by June 30, 2021.

3. Audit Resolution and Follow-up System

Maintain Audit Resolution and Follow-up System to track Internal Audit and other findings/recommendations.

- a. Timely Resolution of Internal Audit findings/recommendations.
 - (1) Ensure timely closure of above with signed resolution agreement between DOE Audit, DOE Contracting Officer and M&O Contractor.
- b. Timely Resolution of IG, GAO, and DOE Audit findings/recommendations.
 - (1) Ensure timely closures of above with signed resolution agreement between DOE Audit, DOE Contracting Officer and M&O Contractor

4. OIG’s Cooperative Audit Strategy

Adhere to the OIG's Cooperative Audit Strategy which continues to place increased reliance on the Internal Audit Group's audits to help meet its mission objectives.

5. Peer Review

Submit to, at least once every 5 years, a peer review of the Internal Audit function and organizational position, to be conducted by two other non-affiliated M&O contractors' Internal Auditors, and annually participate as team leader or team member for two of the years not under review.

6. Updates to SPR-Approved Audit Plan

Document all Special Requests for Audits in an addendum to the SPR-Approved Audit Plan. The addendum will address impacts to planned audits and establish applicable milestone dates.

II. DELIVERABLES

<u>Deliverable (E = Electronic via Link to a Document Management System, H = Hardcopy)</u>	<u>Due</u>
1. Audit reports of Internal Audits performed in accordance with the SPR-approved Annual Audit Plan, developed in accordance with the OIG Cooperative Audit Strategy, or modified with SPR concurrence, (NOTE: The final report relative to incurred costs is due by April 15, 2021.) (E)	April 15, 2021
2. Audit Planning Package to include Section 1 - FY 2021 Audit Plan with Audit Data Sheets and Section 2 - Risk Assessment by June 18, 2021 (E)	June 18, 2021
3. Annual Assurance Letter and Report containing the M&O Contractor Project Manager's signature due to appropriate DOE PMO personnel on or before June 30, 2021. (E)	June 30, 2021

III. PERFORMANCE MEASURES

WAD NUMBER: 2021-1.T

PERFORMANCE AREA: Technical Support and Management - Internal Audit

FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		TARGET	STRETCH TARGET
1. Conduct suitable Internal Audit Operations under the contract.	Percentage of tasks initiated from the FY 2021 Audit Plan, including audits, special projects, required reporting assignments, and tasks added or substituted as needed.	85 percent	95 percent

WAD NUMBER: 2021-1.T
PERFORMANCE AREA: Technical Support and Management - Internal Audit
FISCAL YEAR: 2021

CRITERIA	PERFORMANCE MEASURE	FY 2021 OUTPUT	
		TARGET	STRETCH TARGET
2. Maintain Audit Resolution and Follow-up System to track compliance with issues/findings identified through any review or audit conducted by any of the following groups: Inspector General (IG), Government Accountability Office (GAO), FFPO Internal Audit, or DOE Audit	Timely resolution of Internal Audit findings and recommendations as well as timely resolution of IG, GAO, FFPO and DOE Audit findings and recommendations leading to closure with signed resolution agreement between DOE Audit, DOE Contracting Officer and M&O Contractor.	For any audit closed in FY21 (regardless of when it began) with findings for the SPR, the corrective action plan was developed by FFPO and approved by DOE within 90 days	For any audit closed in FY21 (regardless of when it began) with findings for the SPR, the corrective action plan was developed by FFPO and approved by DOE within 75 days For any audit closed in FY21 (regardless of when it began) with findings for the SPR, the corrective action plan was developed by FFPO and approved by DOE within 60 days

BASELINE CHANGE REQUEST (BCR)

Request Date: 8/18/2021

Request No. 2021-003

Initiating Org: FFPO

M&O Director Name: King, Michele

DOE Sponsor Name: McKean, Michael

DOE APM: S&P - McKean, Michael

Title:

BCR 2021-003

Executive Summary:

TS&M is expected to exceed current WAD cost authority based on the following: Engineering - \$363K for things such as Hurricane Laura recovery, cement pipe welding procedure, and the SWCAS system - Data Systems - \$740K for hardware/software purchases, support, and maintenance - Property - \$959K for renovations to Elmwood Complex, conference room upgrades, and social distancing requirements - Project Management - \$343K for training, travel, and relocation

The WAD total was \$52,540,010. This BCR 2021-003 will increase the WAD by \$2,406,006, resulting in the WAD being \$54,946,016. Please note that DOE Cell and Provisional Award Fee remain the same at \$94,950 and \$1,044,341 respectively.

Attach Other Supporting Documentation Here:

Funding Impact:

No impact.

Funding Sources: Additional Obligation NO...

Financial Attachments:

+ Add ✎ Edit ✖ Delete 📄 Save

WAD DESCRIPTION

WAD CHANGE AMOUNT

T - TS&M

2,406,006.00

(Add new row)

Net Change:

\$2,406,006.00

Requested Cost Change:

2,406,006.00

Approved Cost Change:

2,406,006.00

Requested Obligation Change:

0.00

Approved Obligation Change:

0.00

Schedule Impact:

Not Applicable

M&O Contractor Signature List

Requested By:

Tabor, Salena

Date:

8/18/2021

Project Control Manager

Armstrong, Kim

Project Control Disposition

Approve

Date:

8/18/2021

Configuration Manager

Roussel, Bryan

Configuration Mgr. Disposition

Approve

Date:

8/18/2021

Project Manager

Evans, Dan

Project Manager Disposition

Approve

Date:

8/18/2021

DOE Signature List

DOE Sponsor

McKean, Michael

DOE Sponsor Disposition

Approve

Date:

8/18/2021

Comments:

Comments required for all disapprovals....

DOE Director

DOE Director Disposition

Date:

Comments:

Comments required for all disapprovals...

DOE APM

DOE APM Disposition

Date:

Comments:

Comments required for all disapprovals...

DOE P&FM

DOE P&FM Disposition

Date:

Bogan, Shunda

Approve

8/23/2021

Comments:

Comments required for all disapprovals...

DOE PM

DOE PM Disposition

Date:

Oosterling, Paul

Approve

8/18/2021

Comments:

Comments required for all disapprovals...

BASELINE CHANGE REQUEST

TO:		Current Execution
COST		FY2021 - Fin Plan #9
CURRENT	SA0804 Technical Support & Mgmt.	\$ 52,540,010 *
CHANGE		\$ 2,406,006
REVISED	SA0804 Technical Support & Mgmt.	\$ 54,946,016

*Please note that DOE Cell and Provisional Award Fee remain the same, provided below:

DOE Cell	\$ 94,950
Provisional Award Fee	\$ 1,044,341

Description	WBS	GL	GL Description	WAD	Amount	Justifications
NO FY 2020 HURRICANE LAURA - RECOVERY	01057778-20-10	50330	Inspctns/Test/Survey	T	\$ 146,000	Costs associated with Hurricane Laura recovery.
NO CEMENT PIPE WELDING PROCEDURE SPEC	01051595-05-05	50405	Services - Other	T	\$ 121,880	This task was originally funded in FY20 but delayed due to COVID-19. Since original funding, there has been additional work that was added from CCB. Task was not planned in AOP and was funded through CCB to upgrade the ADAS interface to the SWCAS system. This ensures the proper information will continue to be available and displayed to ADAS operators.
NO SWCAS SERVER AND WORKSTATION UPGRADE	01051570-05-05	50495	DS Hardware Purchase	T	\$ 95,377	This was a 5 year replacement plan that has become increasingly necessary with the conversion to a primarily teleworking environment. As the equipment comes available from the manufacturer we are installing. Additionally, costs were incurred to replace VPX device that was being used to become FIPS compliant based on DHS provided Cost was expected to occur at thee end of FY20, but occurred in early FY21. This was not requested in carryover due to limitations of the WAD.
NO SERVER HARDWARE	01101004-05-05	50495	DS Hardware Purchase	T	\$ 226,885	Additional support required above planned AOP cost as support for a primarily teleworking environment is necessary.
NO CUSTOMER SUPPORT - DS - UNISM DESIGN	01101638-05-85	50505	DS Software Purchase	T	\$ 107,780	Additional support required above planned AOP cost as support for a primarily teleworking environment is necessary.
NO CUSTOMER SUPPORT - DS	01101638-05-05	50510	DS Software Maint.	T	\$ 97,931	Additional support required above planned AOP cost as support for a primarily teleworking environment is necessary.
NO CUSTOMER SUPPORT - DS - MICROSOFT	01101638-05-10	50510	DS Software Maint.	T	\$ 82,279	This task was funded in FY20, but due to the timing of the upgrade, the tool could not be purchased until the beginning of FY21.
NO SHAREPOINT AND SQL UPGRADE	01101509-05-10	50505	DS Software Purchase	T	\$ 78,361	Cost was expected to occur at the beginning of FY22 but costed earlier than expected.
NO CUSTOMER SUPPORT - DS - SCORECARD	01101638-05-35	50510	DS Software Maint.	T	\$ 77,932	Year 2 of the DRUVA support was not funded in the FY21 AOP because of the timing of this project occurring after AOP planning.
NO CUSTOMER SUPPORT-DS-DRUVA	01101638-05-95	50505	DS Software Purchase	T	\$ 69,608	Additional maintenance required to support office renovations in the Elmwood Complex and upgrades to 11 conference rooms.
NO LOE PROPERTY	01141534-05-05	50265	Building Maintenance	T	\$ 481,970	Renovations to the Elmwood Complex to meet social distancing requirements.
NO OFFICE CUBICLES - COVID19	01141530-20-20	50160	Materials: Furniture	T	\$ 187,504	Support for office renovations in the Elmwood Complex.
NO LOE PROPERTY	01141534-05-05	50020	Temporary Help	T	\$ 180,849	Additional materials required for office renovations in the Elmwood Complex.
NO LOE PROPERTY	01141534-05-05	50160	Materials: Furniture	T	\$ 74,159	Renovations to the Elmwood Complex to meet social distancing requirements.
NO OFFICE CUBICLES - COVID19	01141530-20-20	50405	Services - Other	T	\$ 34,889	Additional training required for new ERT members. Also, 23 new hires from previous years (2019 & 2020) that had not attended training due to COVID-19 restrictions.
NO EMERGENCY RESPONSE TRAINING	01151553-05-05	50035	Travel	T	\$ 204,800	Relocation was not fully funded in the AOP. All areas besides maintenance were funded at the lower AOP level, so as relocation was needed funds were requested from CCB.
NO RELOCATION	01151552-05-05	50040	Relocation	T	\$ 69,367	Training was not fully funded in the AOP. All areas besides maintenance were funded at the lower AOP level, so as additional training was needed funds were requested from CCB.
NO PERFORMANCE DEVELOPMENT	01151542-05-05	50055	Training Fees	T	\$ 28,173	Training was not fully funded in the AOP. All areas besides maintenance were funded at the lower AOP level, so as additional training was needed funds were requested from CCB.
NO DATA SYSTEMS TRAINING	01150345-05-05	50055	Training Fees	T	\$ 20,801	Training was not fully funded in the AOP. All areas besides maintenance were funded at the lower AOP level, so as additional training was needed funds were requested from CCB.
NO CYBER SECURITY TRAINING	01151555-05-05	50055	Training Fees	T	\$ 19,461	Training was not fully funded in the AOP. All areas besides maintenance were funded at the lower AOP level, so as additional training was needed funds were requested from CCB.
					<u>\$2,406,006</u>	

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

ATTACHMENT F – LIST OF APPLICABLE DOE/SPRPMO DIRECTIVES

Documents are available at:

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

SPRPMO Directives are available in SharePoint at: <https://myspr.spr.doe.gov/dc/Directives/Forms/SPR%20Publications.aspx>

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
DOE O 130.1A *	01/10/21	Budget Planning, Formulation, Execution and Departmental Performance Management
DOE O 142.3B *	01/15/21	Unclassified Foreign Visits and Assignments
DOE O 150.1A	03/31/14	Continuity Program
DOE O 151.1D Change 1*	08/11/16 10/04/19	Comprehensive Emergency Management System
DOE O 200.1A Change 1	12/23/08 01/13/17	Information Technology Management
DOE O 205.1C	05/15/19	Department of Energy Cyber Security Program
DOE O 206.1 Change 1 *	01/16/09 11/01/18	Department of Energy Privacy Program
DOE O 206.2	02/19/13	Identity, Credential and Access Management (ICAM)
DOE O 210.2A	04/08/11	DOE Corporate Operating Experience Program
DOE O 221.1B	09/27/16	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General
DOE O 225.1B	03/04/11	Accident Investigations
DOE O 226.1B	04/25/11	Implementation of DOE Oversight Policy
DOE O 227.1A Admin Change 1 *	12/21/15 01/21/20	Independent Oversight Program
DOE O 231.1B Admin Change 1	06/27/11 1/28/12	Environment, Safety and Health Reporting
DOE O 232.2A Admin Change 1 *	01/17/17 10/04/19	Occurrence Reporting and Processing of Operations Information
DOE O 243.1B	03/11/13	Records Management Program
DOE O 252.1A Admin Change 1	02/23/11 03/12/13	Technical Standards

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
DOE O 350.1 Change 001 Change 002 Change 003 Change 004 Change 005 Change 007 *	09/30/96 05/08/98 11/22/09 02/23/10 04/29/13 09/30/14 02/19/20	Contractor Human Resource Management Programs
DOE O 413.1B Admin Change 1 Change 2 Change 3	10/28/08 10/22/15 05/12/16 12/20/16	Internal Control Program
DOE O 413.3B Change 006 *	11/29/10 01/12/21	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Admin Change 1	04/25/11 05/08/13	Quality Assurance
DOE O 415.1 Admin Change 1 Change 2	12/03/12 01/16/13 01/17/17	Information Technology Project Management
DOE O 420.1C Change 1 Change 003 *	12/04/12 02/27/15 10/14/19	Facility Safety
DOE O 422.1 Admin Change 1 Admin Change 2 Change 3 *	06/29/10 06/25/13 12/03/14 10/04/19	Conduct of Operations
DOE O 430.1C* Change 1* Change 2*	08/19/16 10/04/19 09/17/20	Real Property Asset Management
DOE O 436.1	05/02/11	Departmental Sustainability
DOE O 440.2C Admin Change 1 Change 2 *	06/15/11 06/22/11 09/15/20	Aviation Management and Safety
DOE O 442.1B	01/31/19	Department of Energy Employee Concerns Program
DOE O 442.2 Change 1	07/29/11 10/04/16	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 460.1D	12/20/16	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
DOE O 470.3C Change 001 *	11/23/16 09/09/20	Design Basis Threat (DBT)
DOE O 470.4B Admin Change 1 Change 2	07/21/11 02/15/13 01/17/17	Safeguards and Security Program
DOE O 470.5	06/02/14	Insider Threat Program
DOE O 470.6 Change 001 *	09/02/15 01/11/17	Technical Security Program
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Admin Change 1	04/09/03 01/13/11	Identifying and Protecting Official Use Only Information
DOE O 471.6 Admin Change 1 Admin Change 2 Admin Change 3 *	06/20/11 11/23/12 05/15/15 09/12/19	Information Security
DOE O 472.2 Admin Change 1 Change 2	07/27/11 10/08/13 07/09/14	Personnel Security
¹ DOE 473.3A Change 1	01/02/18	Protection Program Operations
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 475.2B	10/03/14	Identifying Classified Information
DOE O 534.1B	01/06/03	Accounting
DOE O 544.1 Change 1	10/12/04 11/07/17	Priorities and Allocations Program
DOE O 551.1D Change 2	08/09/16	Official Foreign Travel
DOE O 580.1A Change 1	03/30/12 10/22/12	Department of Energy Personal Property Management Program
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 441.1-1	03/07/08	Nuclear Material Packaging Manual

¹ CRD incorporated IAW DOE Letter 11-SEOD-030 dated 10/19/11.

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
Admin Change 1 *	02/24/16	
DOE M 471.3-1 Admin Change 1	04/09/03 01/13/11	Manual for Identifying and Protecting Official Use Only Information
SPRPMO O 130.1C	07/16/15	Management and Operating Contractor's Annual Operating Plan Formulation and Execution
SPRPMO O 151.2D	07/17/14	Drawdown Readiness Program
SPRPMO O 200.2B	03/14/16	Information Management Council and Information Technology Planning Committee
SPRPMO O 200.3A	05/04/16	Information Technology Guidance Implementation Process
SPRPMO O 206.2	06/02/16	Multifactor Authentication
SPRPMO O 206.4A	02/02/15	Background Checks and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 210.3	10/23/13	Strategic Petroleum Reserve Lessons Learned Program
SPRPMO O 220.1F	05/25/16	On-Site Management Appraisals
SPRPMO O 220.2E	09/12/13	Observation Reports
SPRPMO O 226.1C	05/16/14	SPRPMO Oversight Program
SPRPMO O 232.1A	01/22/15	Occurrence Reporting and Processing System
SPRPMO O 410	01/27/14	SPRPMO Configuration Management Program
SPRPMO O 413.2A	11/14/12	Program and Project Management for the Acquisition of Capital Assets
SPRPMO O 413.3A	08/18/16	Crude Oil Quality and Test Criteria
SPRPMO O 414.1D	06/08/15	Quality Assurance
SPRPMO O 416.1C *	03/19/19	SPRPMO Petroleum Accountability Order
SPRPMO O 420.1D	08/28/13	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1C	02/16/16	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1A	07/25/11	SPR Design Criteria
SPRPMO O 432.1C	01/28/15	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B Change 1	12/20/11	Maintenance Management Program
SPRPMO O 434.1D *	08/06/14	Recovery Program
SPRPMO O 436.1A	06/22/15	Site Sustainability
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 451.1D	12/22/10	SPRPMO National Environmental Policy Act (NEPA) Implementation Plan
SPRPMO O 470.4A	03/14/16	SPRPMO Security Order
SPRPMO O 471.2	01/08/14	Reporting Security Incidents (Including Cyber Security)
SPRPMO O 534.1B	08/24/15	Financial Accounting for the SPR Crude Oil Inventory
SPRPMO M 442.1-1A Change 1	06/04/02 08/25/04	Employee Concerns Manual

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
Change 2	08/31/06	
SPRPMO N 413.1A	06/01/16	Project Integrator Roles and Responsibilities
SPRPMO N 450.4 SPRPMO N 450.4A *	05/18/15 06/15/20	Implementation of Environmental, Safety and Health Contractor Requirements Documents
SPRPMO N 450.12	10/11/17	SPR Environmental, Security, Safety, Health, and Emergency Preparedness Goals, FY 2018
SPRPMO 0409 *	05/27/21	COVID-19 Workplace Safety Plan