

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	9
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 20NR000016	5. PROJECT NO. (If applicable)	
6. ISSUED BY NNSA Naval Reactors Lab Field Ofc PNR - West Mifflin U.S. Department of Energy Pittsburgh Naval Reactors Office P.O. Box 109 West Mifflin PA 15122	CODE 892330	7. ADMINISTERED BY (If other than Item 6) NRLFO - Sch U.S. Department of Energy Naval Reactors Laboratory Field Office - Sch P. O. Box 1069 Schenectady NY 12301-1069		CODE 01112
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Fluor Marine Propulsion, LLC Attn: David Palmer 2300 Clarendon Boulevard Suite 1110 Arlington VA 22201		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89233018CNR000004	
			10B. DATED (SEE ITEM 13) 07/12/2018	
CODE 081071051	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 Decrease:		-\$3,425,720.00
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).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the Obligation of Funds and other applicable clauses			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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.)				
DUNS Number: 081071051				
The purpose of Modification No. P00018 to 89233018CNR000004 is to memorialize the negotiated agreement of the FY 2020 fee, delete FAR 52.237-11, Accepting and Dispensing of \$1 Coin, add Subcontracting Goals for FY 2020, update the Small Business Liaison name in the Subcontracting Plan, and decrease obligations on Line Item 0002 and the contract.				
Accordingly, Line Item 0002 obligations are decreased by \$3,425,720.00 from \$2,508,107,796.72 to \$2,504,682,076.72. Total contract obligations are decreased by \$3,425,720.00 from \$2,508,357,796.72 to \$2,504,932,076.72. Reimbursable Work funds are \$144,544,346.07. The Obligation of Funds clause 970.5232-4 at Section I and other contract pages are revised to reflect total obligations and other changes to the contract as 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)		
		Marie T. Z. Pastor		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		Marie T. Z. Pastor (Signature of Contracting Officer)	10/25/2019	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89233018CNR000004/P00018

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NAME OF OFFEROR OR CONTRACTOR
Fluor Marine Propulsion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	<p>described above. Delivery Location Code: 01111 NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Office - Pgh P. O. Box 109 West Mifflin PA 15122-0109 US</p> <p>Payment: NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Office - Pgh P. O. Box 109 West Mifflin PA 15122-0109</p> <p>FOB: Destination Period of Performance: 10/01/2018 to 09/30/2023</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>Management and Operation of the Naval Nuclear Laboratory (NNL), Base Term Line item value is: \$8,500,000,000.00 Incrementally Funded Amount: \$2,504,682,076.72</p> <p>By acknowledgement of this Modification No. P00018 to Contract No. 89233018CNR000004, Contractor agrees that the scope of work required is understood by the Contractor; that there are no informal commitments by the Government or the Contractor; that there are no open or unresolved issues related to this modification except as explicitly stated herein; and that the Contractor therefore understands and agrees that the modification states the complete agreement of the parties.</p>			8,500,000,000.00	

Part I – The Schedule

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

1. SERVICES BEING ACQUIRED

In accordance with the Terms and Conditions of this Contract, the Contractor shall be responsible for planning, managing and executing the work described in Section C. In this regard, the Contractor shall provide the personnel, equipment, materials, supplies and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective and safe management and operation of the Naval Nuclear Laboratory (NNL).

The Contract will consist of three (3) CLINs as follows:

CLIN 00001 TRANSITION PERIOD FOR MANAGEMENT AND OPERATION OF THE NAVAL NUCLEAR LABORATORY (NNL)

The Transition Period will be approximately three (3) months, from 07/01/2018 (or time of award, whichever is later) through 09/30/2018, with an estimated cost of \$250,000.00.

CLIN 00002 BASE PERIOD

The Base Period, or Initial Operating Phase, will be a five (5) year period of performance, from 10/01/2018 through 09/30/2023, with an estimated cost of \$8,500,000,000.00.

CLIN 00003 OPTION PERIOD

The Option Period, in accordance with the clause located in Part II, Section I, FAR 52.217-9 *Option to Extend the Term of the Contract* will be a five (5) year period of performance, from 10/01/2023 through 09/30/2028, with an estimated cost of \$8,500,000,000.00.

2. INFORMATION CONCERNING FEE

a. Fee

A “fee discount factor” of 50 % will apply to the fee for each Contract year including options. The fixed fee will be incorporated annually. It will consist of the fee calculated in accordance with Section H-21 titled “Determination of Annual Fixed-Fee” and the proposed fee discount factor.

b. Fixed-Fee

The fixed-fee payable to the Contractor for the performance of the work under this Contract is as follows:

\$5,315,107 for the first (1st) year of the Base Term of the Contract
\$5,159,304 for the second (2nd) year of the Base Term

There will be no adjustment in the amount of the Contractor’s fixed-fee by reason of differences between any estimate of cost for performance of the work under this Contract and the actual costs for performance of that work.

NOTE: The annual fixed-fee as provided above will be incorporated by a modification to the Contract each year the Contract is active.

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 \$2,275,703,389 72 (including \$144,544,346.07 in Reimbursable Work funds). 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 day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 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

52.227-10	Filing of Patent Applications - Classified Subject Matter	Dec 2007
52.230-2	Cost Accounting Standards	Oct 2015
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes - Alternate I	May 2014 Dec 1991 (Alt. I)
52.233-3	Protest after Award - Alternate I	Aug 1996 Jun 1985 (Alt. I)
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.242-13	Bankruptcy	Jul 1995
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Nov 2017
52.246-25	Limitation of Liability - Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.247-68	Report of Shipment (REPSHIP)	Feb 2006
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

DEAR CLAUSES INCORPORATED BY REFERENCE

The references cited herein are from the U.S. Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9). The following DEAR clauses are hereby incorporated by reference:

DEAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
952.202-1	Definitions	-----
952.204-71	Sensitive Foreign Nations Controls	Mar 2011
952.204-77	Computer Security	Aug 2006
952.211-71	Priorities and Allocations for Energy Programs (Contracts)	Apr 2008
952.217-70	Acquisition of Real Property	Mar 2011
952.223-75	Preservation of Individual Occupational Radiation Exposure Records	Apr 1984
952.223-78	Sustainable Acquisition Program	Oct 2010
952.235-71	Research Misconduct	Jul 2005
970.5208-1	Printing	Dec 2000

Part III – List of Documents, Exhibits, and Other Attachments

SECTION J: LIST OF ATTACHMENTS

INDEX OF SECTION J

	<u>Description</u>	<u>Pages</u>
1.	Key Personnel – Naval Nuclear Laboratory Management Positions	4
2.	Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement, Revision 0, dated 9/12/2018	14
3.	Baseline List of Applicable Directives	7
4.	Commitment Letter	2
5.	Performance Guarantee Agreement	3
6.	Guidance for Preparation of Diversity Plan	2
7.	Appendix A, Human Resources	57
8.	FBI Criminal Justice Information Services Security Addendum	6
9.	Management Plan	5
10.	Diversity Plan	TBD
11.	Master Small Business Subcontracting Plan (DOE) and Goals for FY 2019 and FY 2020	10
12.	Transition Plan	5

Following award, the small business subcontracting goals will be developed based upon the annual forecasted acquisition requirements.

1.5 METHOD USED TO IDENTIFY POTENTIAL SOURCES

Fluor employs various methods for identifying potential small business offerors, including company source lists; attendance at conferences and networking events; working with local SBA and Procurement Technical Assistance Centers; and searching in internal and external databases. This ensures a maximum number of small business firms capable of providing the required supplies/services are considered. Specific methods used to identify potential sources include:

- ▶ Acquisition planning to include identification of small business subcontracting opportunities
- ▶ Maintaining company lists to include internal vendor database
- ▶ Contacting sources from external databases such as System for Award Management (SAM) and SBA Dynamic Small Business Search (DSBS) as well as other appropriate websites
- ▶ Interaction as appropriate with the Department of Energy Small Business offices, SBA district offices, Small Business Development Centers, Procurement Technical Assistance Centers, and other organizations in the region that support small and diverse businesses
- ▶ Establishing, maintaining, and using small business source lists, guides, and other data for soliciting sources
- ▶ Execution of a robust outreach program to effectively implement the subcontracting plan
- ▶ Execution of a “*Small Business First*” philosophy. Any new subcontract or material procurement is first sourced through the small business community. If it is determined that the service or material cannot be procured through small business and meet efficient contract execution, only then is it acquired from a large business.

1.6 INDIRECT AND OVERHEAD CHARGES

Indirect and overhead costs have not been included in the goals specified in this subcontracting plan.

1.7 SMALL BUSINESS PROGRAM ADMINISTRATOR

Name: Charles Harman
Title: Small Business Liaison Officer
Address: 814 Pittsburgh-McKeesport Blvd, West Mifflin, PA 15122
Telephone: 412-476-5345 Email: Charles.Harman@unnpp.gov

Fluor’s Small Business Liaison Officer is responsible for monitoring performance relative to contractual subcontracting requirements contained in this plan. These responsibilities will be augmented by a Small Business Program Administrator assigned specifically to this project.

- ▶ Maintenance of a capabilities database of small business concerns for compiling bidders lists
- ▶ Ensuring that procurement and contracting policies and procedures are structured to permit all Small Business concerns to participate to the maximum extent possible

FY 2020 Master Subcontracting Plan Addendum
Prime Contract No. 89233018CNR000004

Goals (Percentages and Dollar Values)		(\$ in Millions)
Estimated Funds Available for Subcontracting for Fiscal Year 2020 (October 1, 2019 through September 30, 2020)		\$833,656,000
Category	Percentage of Total Estimated Subcontracting Effort	Dollar Amount (Millions)
Other Than Small Business	74%	\$618,707,977
Small Business Concerns (including Alaska Native Corporations (ANC) and Indian tribes)	26%	\$214,948,023
Small Disadvantaged Business Concerns (including ANC and Indian tribes)	5%	\$41,682,800
Women-Owned Small Business Concerns	5%	\$41,682,800
HUBZone Small Business Concerns	3%	\$25,009,680
Veteran-Owned Small Business Concerns	3%	\$25,009,680
Service-Disabled Veteran-Owned Small Business Concerns	3%	\$25,009,680
Total Dollars Planned to be Subcontracted	100%	\$833,656,000
<p>The <i>Estimated Funds Available for Subcontracting</i> amount of \$833.6 million is the Fiscal Year 2020 DOE Materials and Services Procurable Budget of \$921.1 million less SBA reporting exclusion estimates of \$.1 million for subcontracts with Fluor affiliates, \$.4 million in subcontracts for work performed outside of the US and its territories, \$46 million in funds transfers to other Government entities, \$33 million for DOE Inter-Contractor Purchases (ICP), and \$8 million for Work for Others (BPMI). The above adjustments are based on the weighted average of actual figures for FY17-FY18. \$283.1 million of the \$833.6 million estimated funds available for subcontracting are projected to be committed with Major Program Suppliers (BWX Technologies, Electric Boat Corporation, Nuclear Fuel Services, Inc., Washington Mills, and Huntington Ingalls) resulting in \$550.5 million available to competitively subcontract. 39% of \$550.5 million is \$214.9 million as noted in the Small Business Concerns Dollar Amount value. Major Program Supplier estimates are based off Fluor Marine Propulsion FY 2020 procurement plans.</p>		
Potential Subcontracting Opportunities for Small Business		
<p>The following table lists the principle categories of subcontracting opportunities and the estimated dollar value that will be made available for small business concerns. The categories shown are for general work groupings only:</p>		
Small Business (SB) Type	Estimated Dollar Value	Product/Service NAICS
Any SB concern	\$64,484,407	42-Wholesale Trade
Any SB concern	\$53,737,006	23-Construction
Any SB concern	\$42,989,605	54 – Professional, Scientific and Technical Services
Any SB concern	\$32,242,203	33-Manufacturing
Any SB concern	\$10,747,401	56-Administrative and Support
Any SB concern	\$6,448,441	51-Information
Any SB concern	\$4,298,960	81-Other Services
Total	\$214,948,023	

Fluor Marine Propulsion
 FY 2020 Master Subcontracting Plan Addendum
 Prime Contract No. 89233018CNR000004

Cumulative Goals Summary

FMP cumulative goals for the utilization of Small Business, Small Disadvantaged Business, Women-Owned Small Business, Hubzone Small Business, Veteran-Owned Small Business, and Service Disabled Veteran Small Business concerns:

Funds Available for Subcontracting - Commitment Basis	
Funds available for subcontracting for Fiscal Year 2019 (Contract Year 1)	\$949,462,020
Estimated funds available for subcontracting this FY2020 Addendum	\$833,656,000
Funds available for subcontracting Total-to-Date	\$1,783,118,020
Planned Subcontract Awards to Other Than Small Business (OTSB)	
Fiscal Year 2019 (Contract Year 1)	\$638,568,130
Estimated funds available for subcontracting OTSB this FY2020 Addendum	\$618,707,977
Planned subcontract awards to Other Than Small Business Total-To-Date	\$1,257,276,107
Percentage of planned subcontract awards to Other Than Small Business	70.5%
Planned Subcontract Awards to Small Business	
Fiscal Year 2019 (Contract Year 1)	\$310,893,890
Estimated funds available for subcontracting Small Business this FY2020 Addendum	\$214,948,023
Planned subcontract awards to Small Business Total-to-Date	\$525,841,913
Percentage of planned subcontract awards to Small Business Total-to-Date	29.5%
Planned Subcontract Awards to Small Disadvantaged Business	
Fiscal Year 2019 (Contract Year 1)	\$38,861,736
Estimated funds available for subcontracting this FY2020 Addendum	\$41,682,800
Planned subcontract awards to Small Disadvantaged Business Total-to-Date	\$80,544,536
Percentage of planned subcontract awards to Small Disadvantaged Business	4.5%
Planned Subcontract Awards to Women-Owned Small Business	
Fiscal Year 2019 (Contract Year 1)	\$38,861,736
Estimated funds available for subcontracting this FY2020 Addendum	\$41,682,800
Planned subcontract awards to Women-Owned Small Business Total-to-Date	\$80,544,536
Percentage of planned subcontract awards to Women-Owned Small Business	4.5%
Planned Subcontract Awards to HUBZone Small Business	
Fiscal Year 2019 (Contract Year 1)	\$23,317,042
Estimated funds available for subcontracting this FY2020 Addendum	\$25,009,680
Planned subcontract awards to HUBZone Small Business Total-to-Date	\$48,326,722
Percentage of planned subcontract awards to HUBZone Small Business Total-to-Date	2.7%
Planned Subcontract Awards to Veteran-Owned Small Business	
Fiscal Year 2019 (Contract Year 1)	\$23,317,042
Estimated funds available for subcontracting this FY2020 Addendum	\$25,009,680
Planned subcontract awards to Veteran-Owned Small Business Total-to-Date	\$48,326,722
Percentage of planned subcontract awards to Veteran-Owned Small Business	2.7%
Planned Subcontract Awards to Service Disabled Veteran-Owned Small Business	
Fiscal Year 2019 (Contract Year 1)	\$23,317,042
Estimated funds available for subcontracting this FY2020 Addendum	\$25,009,680
Planned subcontract awards to Service Disabled Veteran-Owned Small Business Total-to-Date	\$48,326,722
Percentage of planned subcontract awards to Service Disabled Veteran-Owned Small Business Total-to-Date	2.7%