

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0097	3. EFFECTIVE DATE 10/01/2013	4. REQUISITION/PURCHASE REQ. NO. 13NR000220	5. PROJECT NO. (If applicable)
6. ISSUED BY NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Office - Pgh P. O. Box 109 West Mifflin PA 15122-0109	CODE 01111	7. ADMINISTERED BY (If other than Item 6) NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Off P. O. Box 109 West Mifflin PA 15122-0109	CODE 01111
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BECHTEL MARINE PROPULSION CORPORATION Attn: John G. Byrne 50 BEALE ST SAN FRANCISCO CA 941051813		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 826336344	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NR0000031	10B. DATED (SEE ITEM 13) 09/25/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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: \$3,300,000.00

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 date, 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) Pursuant to Section F.1-Term of the Contract; Section I-2, 7. Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 26-2569722
DUNS Number: 826336344

The purpose of this Modification is to exercise the 5 year option period. See page 3 for additional details regarding this Modification (0097).

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) S. B. HAUGNEY, Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Matthew J. Brott
15B. CONTRACTOR/OFFEROR [Redacted]	15C. DATE SIGNED 9/27/2013
16B. [Redacted]	16C. DATE SIGNED 09/30/2013

(Signature of person authorized to sign)

NSN 7540-01-152-8070
Previous edition unusable

ORM 30 (REV. 10-83)
GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NR0000031/0097

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2 3

NAME OF OFFEROR OR CONTRACTOR
BECHTEL MARINE PROPULSION CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Line Item 00002:</p> <p>Manage and Operate the Bettis and Knolls Atomic Power Laboratories - Base 5 year Period Line item value is: \$4,210,289,935.46.</p> <p>-----</p> <p>Line Item 00003:</p> <p>Manage and Operate the Bettis and Knolls Atomic Power Laboratories -- Option 5 year Period in accordance with the clause "Option to Extend Term of the Contract" at Section I-2. Estimated Line Item value is: \$6,523,000,000.00.</p> <p>-----</p> <p>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</p> <p>FOB: Destination Period of Performance: 10/01/2008 to 09/30/2018</p>				

1. In accordance with Section F, *Article 1 – Term of Contract* and Part II, Section I-2, *Article 7. Option to Extend the Term of the Contract*, the Option Period of Contract Number DE-NR0000031 is hereby executed effective October 1, 2013 for a five-year period ending September 30, 2018.
2. As a result of this action, the following clauses are revised and attached hereto as follows:
 - Part I, Section B – deleted and replaced;
 - Part I, Section F – deleted and replaced;
 - Part I, Section H – Article 4: *Changes* – revised the authorized list of Government Contracting Officers therefore page 2 of Section H is deleted and replaced;
 - Part I, Section H – Article 27: *Small Business Subcontracting Plan* – supplemented [Attachment 23 hereby incorporated per this Modification (0097)] to include the ‘Master Subcontracting Plan’ for the option period therefore page 11 of Section H is hereby deleted and replaced;
 - Attachment 24 – titled, “*Amendment No. 3 to the Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement – Rev 2,*” is hereby added to extend the current period of performance;
 - Part II, Section I-1 – Clauses Incorporated by Reference, page 2 of 9 is hereby deleted and replaced to change FAR 52.204-7, FAR 52.204-10 and FAR 52.209-6; and
 - Part II, Section I-2: DEAR 970.5228-1 – pages 110-113 are deleted and replaced.
3. Pursuant to 970.5232-4, funds in the amount of \$3,300,000.00 are hereby obligated to complete funding for the Base Period (Line Item 2) of the contract through September 30, 2013. Total contract obligations have increased from \$4,207,239,935.46 by \$3,300,000.00 to \$4,210,539,935.46. Based on estimated carryover on September 30, 2013, in the amount of \$29,000,000.00, no additional funds for contract year 6 (Option Period – Line Item 3) are obligated at this time.
4. By acknowledgement of this Modification (Number 0097) to DOE Contract Number DE-NR0000031, 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 in any way affect the work under this Modification; 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.

CONTRACT NO.
DE-NR0000031

Part I
Section B

Supplies or Services
and
Prices/Costs

Index of Section B

<u>Description</u>	<u>Page</u>
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2. Estimated Cost and Fee	2

1. SERVICES BEING ACQUIRED

The contractor shall be responsible for planning, managing, and executing work described in Section C. This work is entirely in support of the Naval Nuclear Propulsion Program.

The contract consists of the following phases:

1. Transition Period (beginning on award date).
 - a. For the Bettis sites the transition period ends on January 31, 2009.
 - b. For the Knolls sites the transition period ends on February 1, 2009.
2. Initial Operating Phase (end of transition period through September 30, 2013).
3. Five year Option Period in accordance with the clause "Option to Extend Term of the Contract" at Section I-2 (October 1, 2013 through September 30, 2018).

2. ESTIMATED COST AND FEE (BASE AND OPTION)

(a) Estimated Cost.

BASE:

Estimated cost for fiscal year 2009 is \$487,200,000.
Estimated cost for fiscal year 2010 is \$761,258,000.
Estimated cost for fiscal year 2011 is \$979,612,000.
Estimated cost for fiscal year 2012 is \$1,043,428,000.
Estimated cost for fiscal year 2013 is \$1,025,068,000.

OPTION:

Estimated cost for fiscal year 2014 is \$934,202,830*.

(b) Fee

A "fee discount factor" of 82.5% shall 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-12, "Determination of Annual Fixed-Fee" and the proposed fee discount factor.

(c) Fixed-Fee

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

BASE:

\$5,557,000 for contract year 1
\$6,988,000 for contract year 2
\$7,272,862 for contract year 3
\$6,992,377 for contract year 4
\$7,429,475 for contract year 5

OPTION:

\$7,701,466 for contract year 6*

There shall 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-fees as provided above will be incorporated by a modification to this contract.

**The estimated cost and fixed-fee for fiscal year 2014 or contract year 6 are based on anticipated funding levels. Any increase or decrease in the actual funding levels will result in a commensurate renegotiation of the commensurate estimated cost and fixed-fee for fiscal year 2014/contract year 6.*

CONTRACT NO.
DE-NR0000031

Part I
Section F

DELIVERIES OR PERFORMANCE

INDEX OF SECTION F

<u>Description</u>	<u>Pages</u>
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2. Principal Place of Performance	1

1. Term of Contract

The term of this contract is from the award date through September 30, 2018. (A Transition Period shall commence on the award date.

- a. For the Bettis sites the transition period ends on January 31, 2009.
- b. For the Knolls sites the transition period ends on February 1, 2009.
- c. The base period shall end on September 30, 2013.
- d. The option period shall be for the period of October 1, 2013 to September 30, 2018.

2. Principal Place of Performance

The principal places of performance for the contract are in or near Pittsburgh, Pennsylvania, Schenectady, New York, and Idaho Falls, Idaho.

M. J. Brott
J. P. Maletta
J. L. Heynes
T. M. Weis
M. Z. Pastor

No changes to this contract will be recognized by the Government unless made by a Government representative designated by name in this contract and substantiated by a formal written change order. Changes made by the contractor, unless so authorized by a written change order, shall be made at the sole risk of the contractor, there being no financial recourse against the Government. The designated Government representatives for authorizing changes to this contract are those listed above. Limitations, changes, or additions to the listing of designated Government representatives may be made by the Government by written notice to the contractor.

5. COMMUNICATIONS WITH GOVERNMENT AGENCIES OUTSIDE THE NAVAL NUCLEAR PROPULSION PROGRAM

The contractor agrees to accept NR as the single point of contact with state or local and other federal government agencies or offices in all matters regarding laboratory operations.

6. COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY (Acquisition Letter 2006-04)

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Contracting Officer's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and

27. SMALL BUSINESS SUBCONTRACTING PLAN

The "master" Small Business Subcontracting Plan with goals for the base period of this contract (February 1, 2009 through September 30, 2013) as revised for the option period (October 1, 2013 through September 30, 2018), submitted by contractor consistent with the provisions of the clause entitled, "Small Business Subcontracting Plan" in Section I, shall be incorporated and made a material part of this contract. Prior to the beginning of each contract year, the contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of the clause entitled "Small Business Subcontracting Plan" in Section I, to remain in effect for each contract year. The annual plan shall be reviewed for approval by the contracting officer and shall be incorporated by reference as a material part of this contract.

28. SOURCE AND SPECIAL NUCLEAR MATERIALS

The contractor shall comply with all applicable regulations and instructions of DOE relative to the control of and accounting for source and special nuclear material (as these terms are defined in the Atomic Energy Act of 1954, as amended). The contractor shall make such reports and permit such inspections as DOE may require with reference to source and special nuclear materials. The contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriation and to minimize all losses of such materials.

29. TRANSITION PERIOD

The Contractor shall perform under a transition period, from date of award to commencement of operation.

During this transition period the Contractor shall make arrangements related to the transfer of personnel and assumption of subcontracts and other agreements.

Allowable cost for this transition period shall not exceed \$250,000. There will be no fee paid for performance of the transition period.

CONTRACT NO.

DE-NR0000031

Part III
Section J

List of Attachments

October 1, 2013

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4.	Commitment Letter	1
5.	Guidance for Preparation of Diversity Plan	2
6.	Appendix A, Human Resources (Bettis Atomic Power Laboratory)	52
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8.	FBI Criminal Justice Information Services Security Addendum	10
9.	Management Plan per Special Clause H-18	13
10.	Diversity Plan	4
11.	Small Business Subcontracting Plan (DOE) FY 2009	5
12.	Transition Plan	8
13.	Diversity Plan - 2010	5
14.	Master Small Business Subcontracting Plan and Addendum for Fiscal Year 2010	7
15.	Diversity Plan - 2011	5

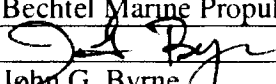
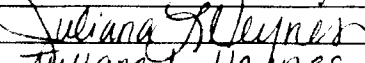
16. Master Small Business Subcontracting Plan Addendum for Fiscal Year 2011	2
17. Amendment No. 1 to the Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement Rev. 2	7
18. Diversity Plan - 2012	5
19. Master Small Business Subcontracting Plan Addendum for Fiscal Year 2012	2
20. Amendment No. 2 to the Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement - Rev 2	11
21. Diversity Plan - 2013	4
22. Master Small Business Subcontracting Plan Addendum for Fiscal Year 2013	2
23. Master Small Business Subcontracting Plan Addendum for Option Period October 1, 2013 Through September 30, 2018	8
24. Amendment No. 3 to the Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement - Rev. 2	3

Bechtel Marine Propulsion Corporation

Master Subcontracting Plan

Contract No. DE-NR-0000031

This Master Subcontracting Plan is submitted by Bechtel Marine Propulsion Corporation, 12011 Sunset Hills Road, Reston, Virginia in accordance with the requirements of Federal Acquisition Regulation (FAR) Article 52.219-9, Small Business Subcontracting Plan. The term of this Master Subcontracting Plan shall be concurrent with the five year option period of October 1, 2013 through September 30, 2018 for Contract No. DE-NR-0000031. Subcontracting goals will be updated annually via individual addenda.

Plan submitted by:	Bechtel Marine Propulsion Corporation
Signature:	
Typed Name:	John G. Byrne
Title:	Senior Advisor Compliance Professional – Prime Contracts, Financial Services
Date:	9/24/2013
Plan accepted by:	Naval Reactors Laboratory Field Office
Signature:	
Typed Name:	Juliana E. Heynes
Title:	Contracting Officer
Date:	09-25-2013

Bechtel Marine Propulsion Corporation (BMPC)
Master Subcontracting Plan
Contract No. DE-NR-000031

This master subcontracting plan describes our approach to involving Small Business (SB), including Alaskan Native Corporations (ANC) and Indian Tribes, Veteran-Owned SB (VOSB), Service Disabled Veteran-Owned SB (SDVOSB), HUBZone SB (HUBZone), Small Disadvantaged Business (SDB), and Women-Owned SB (WOSB) concerns to the maximum extent practicable in work at the Bettis Atomic Power Laboratory (Bettis) and the Knolls Atomic Power Laboratory (KAPL).

We support DOE's strong, long-term commitment to diversity. We believe that diversity is much more than affirmative action in the workplace. For us, it is an operating principle of management that plays a key role in our success. Our belief in diversity - transformed into action - provides us with a competitive advantage over other organizations, both in the workplace and in the business community. Diversity in subcontracting provides vital links to the local community, increases our flexibility in meeting project goals, strengthens the local economy, creates new opportunities, is cost effective, and represents best business practices.

We have a long-established record of involving SB concerns in meaningful roles in government and commercial contracting. By building on our experience and by setting challenging goals, we have made SB participation and development an integral part of our approach to project execution. We will follow this approach at BMPC.

In executing the BMPC scope of work, we will comply with DFARS 252.219-7003, FAR 52.219-8 and 52.219-9, prime contract requirements, and current DOE policies and practices. Our policy is to aggressively encourage SB participation to the maximum extent practicable consistent with the efficient performance of the contract. All procurements are reviewed to identify opportunities for including SB suppliers and contractors, developing good working relationships with them, and encouraging them to offer their products and services.

1. and 2. Goals (Percentages and Dollar Values)

Each annual plan (see attached) shall include the goals expressed in terms of percentages of total planned subcontracting dollars and dollar values for that fiscal year for the use of SB, VOSB, SOVOSB, HUBZone SB, SOB, and WOSB concerns.

3. Potential Subcontracting Opportunities for Small Business

Principal categories of subcontracting opportunities and the dollar value that will be made available for SB concerns will be shown on an annual basis. As additional opportunities are identified, an effort will be made to enlist SB for that work scope.

**Bechtel Marine Propulsion Corporation (BMPC)
Master Subcontracting Plan
Contract No. DE-NR-0000031**

4. Method Used to Develop Subcontracting Goals

To establish our subcontracting goals and commitments, we gathered available BMPC information, forecast probable acquisition needs, and analyzed project estimates. We also used our Naval Reactors Program experience to determine potential requirements and contingencies. Our subcontracting goals are both realistic and attainable.

5. Methods Used to Identify Potential Sources for Solicitation

We continually identify and review potential sources of supplies and services, including but not limited to, the following:

- Online access to the System for Award Management (SAM) supplier profiles and business size representations;
- Veteran service organizations;
- The Minority Business Development Agency in the Department of Commerce
- VOSB, SOVOSB, SOB, HUBZone SB, and WOSB trade associations;
- Various directories and source lists such as the
 - Small Business Administration Dynamic Small Business Search and HUBZone Search
 - Local U.S. Small Business Administration listings;
 - National Association of Minority Contractors;
 - The Dun & Bradstreet Supplier Risk Manager application;
 - Funded Organizations of the U.S. Minority Business Development Agency, including the Minority Business Opportunity Centers (MBOC), the Minority Business Enterprise Centers (MBEC), and Native American Business Enterprise Centers (NABEC);
 - 8(a) Sources - The comprehensive source for current information on federally-certified minority and woman-owned businesses (www.sba8a.com);-and
- Bechtel, Bechtel National, Inc., and Bechtel Marine Propulsion Corporation (BMPC) small business fairs and forums designed to attract additional SB sources.

6. Indirect Costs

Indirect costs are not included in the goals under this plan.

Bechtel Marine Propulsion Corporation (BMPC)
Master Subcontracting Plan
Contract No. DE-NR-0000031

7. Administrator of Subcontracting Plan

Robert Dalton – Principal Business Professional. BMPC Acquisition Management is the individual responsible for the administration of this subcontracting plan. The Administrator will interact with Acquisition Management personnel to ensure that the following activities are performed efficiently and effectively:

- Maintain source lists of potential SB subcontractors;
- Instruct personnel that when the number of prospective sources is not adequate they should conduct market research to identify the capabilities, including the capabilities of small businesses, that are available in the marketplace for meeting the requirements;
- Mentor SB's currently under subcontract, enhancing their ability to provide timely, cost-effective, quality services;
- Advise and train project management personnel on the purposes of this plan and foster support;
- Keep records measuring performance against the goals established here;
- Submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) in accordance with the prime contract and instructions provided by the Contracting Officer;
- Verify that subcontracts contain the flowdown clauses pertaining to SB concerns when required and maintain the policies and procedures required by the prime contract;
- Maintain good working relationships with Small Business Administration representatives to obtain assistance and coordination in finding capable SB's;
- Maintain a close working relationship with DOE to ensure that our project objectives and activities are consistent with Naval Reactors Laboratories Field Office (NRLFO) expectations;
- Require lower-tier subcontractors to submit subcontracting plans and monitor for compliance with those plans; and
- Make monthly reports to the Laboratory General Managers concerning progress toward achievement of goals under this program.

8. Implementation

We will perform the following additional functions to effectively implement this plan:

- The subcontracting program administrator, and supplier advocates within each acquisition activity, known as Small Business Champions, will serve as liaisons for BMPC among the SB community, internal purchasing agents, and the client;
- Maintain a mentor-protégé program in accordance with Department of Energy Mentor-Protégé Program requirements;
- Plan solicitations (including time for preparation, scope of work, quantities, specifications, and delivery schedules) in a way that facilitates SB participation in subcontracting opportunities and solicitation, offer, and proposal activities;

Bechtel Marine Propulsion Corporation (BMPC)
Master Subcontracting Plan
Contract No. DE-NR-0000031

- Establish and maintain contacts with SB trade associations and business development organizations;
- Conduct workshops, seminars, and training programs to ensure internal customers and buyers are acquainted with BMPC policies and prime contract requirements and to ensure that external SB's are familiar with the requirements for doing business at BMPC;
- Maintain an effective outreach program by sponsoring and attending regional procurement conferences, trade fairs, and other functions to locate additional qualified sources;
- Implement an "in reach" program that gives SB's access and exposure to key project planners and managers on all the Bettis and KAPL sites;
- Develop a comprehensive SB source list (which includes past performance) that is easily accessible and useful to buyers; and
- Preselect and qualify SB concerns to perform specific scopes of work.

9. Subcontract Terms and Conditions

We incorporate the flowdown clause requirements of FAR 52.219-9 as applicable into subcontracts that offer further subcontracting opportunities. This requires all subcontractors (except SB concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) to adopt a similar plan. The procurement managers at BMPC are responsible for implementing and monitoring this aspect of the subcontracting plan.

10. Reports, Studies, and Surveys

We will:

- Cooperate in any studies or surveys as may be required;
- Submit periodic reports to allow the government to determine the extent of our compliance with this subcontracting plan;
- Submit the Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR) under the Electronic Subcontracting Reporting System (ESRS) in accordance with ESRS instructions; and
- Ensure that our subcontractors agree to submit ISR's and SSR's.

Bechtel Marine Propulsion Corporation (BMPC)
Master Subcontracting Plan
Contract No. DE-NR-0000031

11. Records

The types of records that we will maintain to demonstrate compliance with the requirements and goals of the subcontracting plan include:

- Source lists (e.g., SAM), guides, and other data that identify SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns;
- Organizations contacted in an attempt to locate sources that are SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns;
- Records of each subcontract solicitation that results in an award of more than \$150,000, indicating: whether SB concerns were solicited and, if not, why not;
 - Whether VOSB concerns were solicited and, if not, why not;
 - Whether SDVOSB concerns were solicited and, if not, why not;
 - Whether HUBZone SB concerns were solicited and, if not, why not;
 - Whether SDB concerns were solicited and, if not, why not;
 - Whether WOSB concerns were solicited and, if not, why not; and
 - If applicable, the reason the award was not made to a SB concern;
- Records of any outreach efforts to contact
 - Trade associations;
 - Business development organizations;
 - Conferences and trade fairs to locate small, HUBZone SB, SDB, and WOSB sources;
 - Veterans and service-disabled veterans service organizations;
- Records of internal guidance and encouragement provided to buyers through
 - Workshops, seminars, training, etc.; and
 - Monitoring of performance to evaluate compliance with program requirements; and
- On a contract-by-contract basis, records to support award data submitted by the offeror to the government, including the name, address, and business size of each subcontractor.

**Bechtel Marine Propulsion Corporation (BMPC)
FY2014 Master Subcontracting Plan Addendum
Prime Contract No. DE-NR0000031**

Goals (Percentages and Dollar Values)		(\$ in Millions)
Estimated Funds Available for Subcontracting for Fiscal Year 2014 (October 1, 2013 through September 30, 2014)		\$431,625,000
Category	Percentage of Total Estimated Subcontracting Effort	Dollar Amount (Millions)
Other Than Small Business	54.00%	\$233,125,000
Small Business Concerns (including Alaska Native Corporations (ANC) and Indian tribes)	46.00%	\$198,500,000
Small Disadvantaged Business Concerns (including ANC and Indian tribes)	5.00%	\$21,600,000
Women-Owned Small Business Concerns	5.00%	\$21,600,000
HUBZone Small Business Concerns	3.00%	\$12,900,000
Veteran-Owned Small Business Concerns	3.00%	\$12,900,000
Service-Disabled Veteran-Owned Small Business Concerns	3.00%	\$12,900,000
Total Dollars Planned to be Subcontracted	100.00%	\$431,625,000
<p>The <i>Estimated Funds Available for Subcontracting</i> amount of \$431.63 million is the Fiscal Year 2014 DOE Materials and Services Procurement Budget of \$495.46 million less SBA reporting exclusion estimates of \$3.90M for subcontracts with Bechtel affiliates, \$2.53M in subcontracts for work performed outside of the US and its territories, \$25.90M in fund transfers to the field office and other agencies, and \$31.50M for DOE Inter-Contractor Purchases (ICP). Estimated adjustments are based on percentage based weighted average of actual figures for FY11-FY12.</p>		

Potential Subcontracting Opportunities for Small Business		
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:		
Small Business (SB) Type	Value (\$ in Millions)	Product/Service NAICS
Any SB concern	\$39,700,000	23-Construction
Any SB concern	\$29,775,000	33-Manufacturing
Any SB concern	\$49,625,000	42-Wholesale Trade
Any SB concern	\$79,400,000	54-Professional Services
Total	\$198,500,000	

Bechtel Marine Propulsion Corporation (BMPC)
FY 2014 Master Subcontracting Plan Addendum
Prime Contract No. DE-NR000031

Cumulative Goals Summary

BMPC 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 2009 through 2013	\$1,537,531,000
Estimated funds available for subcontracting this FY2014 Addendum	\$431,625,000
Funds available for subcontracting Total-to-Date	\$1,969,156,000
Planned Subcontract Awards to Other Than Small Business (OTSB)	
Funds available for subcontracting OTSB for Fiscal Year 2009 through 2013	\$830,311,000
Estimated funds available for subcontracting OTSB this FY2014 Addendum	\$233,125,000
Planned subcontract awards to Other Than Small Business Total-to-Date	\$1,063,436,000
Percentage of planned subcontract awards to Other Than Small Business Total-to-Date	54.0%
Planned Subcontract Awards to Small Business	
Funds available for subcontracting Small Business for Fiscal Year 2009 through 2013	\$707,220,000
Estimated funds available for subcontracting Small Business this FY2014 Addendum	\$198,500,000
Planned subcontract awards to Small Business Total-to-Date	\$905,720,000
Percentage of planned subcontract awards to Small Business Total-to-Date	46.0%
Planned Subcontract Awards to Small Disadvantaged Business	
Funds available for subcontracting for Fiscal Year 2009 through 2013	\$76,850,000
Estimated funds available for subcontracting this FY2014 Addendum	\$21,600,000
Planned subcontract awards to Small Disadvantaged Business Total-to-Date	\$98,450,000
Percentage of planned subcontract awards to Small Disadvantaged Business Total-to-Date	5.0%
Planned Subcontract Awards to Women-Owned Small Business	
Funds available for subcontracting for Fiscal Year 2009 through 2013	\$76,850,000
Estimated funds available for subcontracting this FY2014 Addendum	\$21,600,000
Planned subcontract awards to Women-Owned Small Business Total-to-Date	\$98,450,000
Percentage of planned subcontract awards to Women-Owned Small Business Total-to-Date	5.0%
Planned Subcontract Awards to HUBZone Small Business	
Funds available for subcontracting for Fiscal Year 2009 through 2013	46,110,000
Estimated funds available for subcontracting this FY2014 Addendum	12,900,000
Planned subcontract awards to HUBZone Small Business Total-to-Date	59,010,000
Percentage of planned subcontract awards to HUBZone Small Business Total-to-Date	3.0%
Planned Subcontract Awards to Veteran-Owned Small Business	
Funds available for subcontracting for Fiscal Year 2009 through 2013	46,110,000
Estimated funds available for subcontracting this FY2014 Addendum	12,900,000
Planned subcontract awards to Veteran-Owned Small Business Total-to-Date	59,010,000
Percentage of planned subcontract awards to Veteran-Owned Small Business Total-to-Date	3.0%
Planned Subcontract Awards to Service Disabled Veteran-Owned Small Business	
Funds available for subcontracting for Fiscal Year 2009 through 2013	46,110,000
Estimated funds available for subcontracting this FY2014 Addendum	12,900,000
Planned subcontract awards to Service Disabled Veteran-Owned Small Business Total-to-Date	59,010,000
Percentage of planned subcontract awards to Service Disabled Veteran-Owned Small Business Total-to-Date	3.0%

**AMENDMENT NO. 3
TO THE
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR
USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT
Rev. 2**

Agreement entered into the 6th day of January, 2009, between the United States of America, represented by the Department of Energy (hereinafter referred to as "DOE"), and Bechtel Marine Propulsion Corporation, a corporation/legal entity under the laws of the state of Delaware (hereinafter referred to as the Contractor) and The Bank of New York Mellon, a financial institution, located at Pittsburgh PA (hereinafter referred to as the Financial Institution) is hereby amended as follows:

Delete Covenant (5) in its entirety and substitute the following Covenant (5) in lieu thereof:

- (5) The DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account.

The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the account balance as close to zero as administratively possible each day.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor solicitation dated 11/14/08 inclusive of the latest revisions of documents referenced herein. The Financial Institution agrees that per-item prices, detailed in the form "Schedule of Financial Institution Processing Charges, Document DOE-NAV Rev:3", will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based only on services rendered in accordance with this Agreement. The Contractor shall issue a check or authorize the Financial Institution to initiate an automated clearing house transfer to the Financial Institution in payment thereof.

The Contractor is not liable for any payment for performance under this Agreement beyond the prices included in the form "Schedule of Financial Institution Processing Charges, Document DOE-NAV Rev: 3". Any services provided by the Financial Institution under this Agreement resulting in payment demands for services not required under this Agreement shall be at the Financial Institution's own risk.

Delete Covenant (7) in its entirety and substitute the following Covenant (7) in lieu thereof:

- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of four (4) years and (9) months, beginning 2/01/2009 through 10/31/2013.

Delete the following section in its entirety,

The following documents, with all documents referenced herein, are incorporated herein by reference and form an integral part of this Agreement:

1. Financial Institution's Information on Payments Cleared Financing Arrangement, Rev. 0 dated 11/14/08.
2. Technical Representations and Certifications, Rev. 0 dated 11/14/08, as submitted by the Financial Institution.
3. Schedule of Financial Institution Processing Charges, Document DOE-NAV Rev. 2, dated 1/4/2012, as submitted by the Financial Institution.

In the event of any inconsistency between any parts of this Agreement, the order of precedence shall be as follows: (1) the provisions contained in the Agreement; and (2) the documents 1. through 3. referenced above, in the order listed.

and replace with the following in lieu thereof:

The following documents, with all documents referenced herein, are incorporated herein by reference and form an integral part of this Agreement:


1. Financial Institution's Information on Payments Cleared Financing Arrangement, Rev. 0 dated 11/14/08.
2. Technical Representations and Certifications, Rev. 0 dated 11/14/08, as submitted by the Financial Institution.
3. Schedule of Financial Institution Processing Charges, Document DOE-NAV Rev: 3, dated 9/17/2013, as submitted by the Financial Institution.

In the event of any inconsistency between any parts of this Agreement, the order of precedence shall be as follows: (1) the provisions contained in the Agreement; and (2) the documents 1. through 3. referenced above, in the order listed.

All other provisions of the agreement, as revised, remain in full force and effect.

THE UNITED STATES OF AMERICA

By Juliana L. Heynes
Assistant Director – Contracts Division



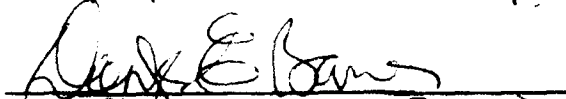
(Signature of Juliana L. Heynes)



Date Signed

BECHTEL MARINE PROPULSION CORPORATION

By Douglas Bauer
manager, General Accounting & Payables



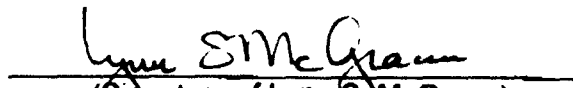
(Signature of Douglas Bauer)



Date Signed

The Bank of New York Mellon

By Lynn S. McGrann
Vice President and Manager, Contract Management



(Signature of Lynn S. McGrann)



Date Signed

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
POSTCONSUMER FIBER CONTENT PAPER (MAY
2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-9 PERSONAL IDENTITY VERIFICATION OF
CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND
FIRST-TIER SUBCONTRACT AWARDS (JUL
2013)

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT
- REPORTING REQUIREMENTS (JUL 2010)

952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS
(MAR 2011)

952.204-75 PUBLIC AFFAIRS (DEC 2000)

952.204-77 COMPUTER SECURITY (AUG 2006)

970.5208-1 PRINTING (DEC 2000)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST
WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR
DEBARMENT (AUG 2013)

52.209-10 PROHIBITION ON CONTRACTING WITH
INVERTED DOMESTIC CORPORATIONS (MAY
2012)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC
ENERGY) (APR 2008)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT
FORMAT (OCT 1997)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA
(OCT 2010)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA-
MODIFICATIONS (OCT 2010)

39. 970.5228-1 INSURANCE--LITIGATION AND CLAIMS (JULY 2013)

- (a) The contractor must comply with 10 CFR part 719, Contractor Legal Management Requirements, if applicable.
- (b)
 - (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
 - (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
 - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed-

- (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this contract entitled "Obligation of Funds."
- (e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgments and settlements—
- (i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;
 - (ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or
 - (iii) Which were caused by contractor managerial personnel's—
 - (A) Willful misconduct;
 - (B) Lack of good faith; or

- (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (2) The term "contractor's managerial personnel" is defined in the Property clause in this contract.
- (g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

- (h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.

(End of clause)