

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE <b>1</b> OF <b>19</b> PAGES
2. AMENDMENT/MODIFICATION NO. <b>464</b>	3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354</b>		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE <b>396A5</b> FACILITY CODE <b>153392068</b>		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-01RV14136</b>
			10B. DATED (SEE ITEM 13) <b>December 11, 2000</b>
<b>11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<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 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.</b>			
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.		
<input type="checkbox"/>			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).		
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: <b>FAR 43.103 Types of Contract Modifications (a) Bilateral - Mutual Agreement of the Parties</b>		
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)		
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.</b>			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Reference Continuation Page(s)			
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) <b>Valerie McCain, Project Director</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Robert Burrier Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>Valim</b> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>16 Sep 19</b>	16B. UNITED STATES OF AMERICA BY <b>Robert Burrier</b> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>9-19-19</b>

**Purpose of Modification:**

The purpose of this modification is to update Section B, *Supplies or Services and Prices/Costs*, Section I, *Contract Clauses*, and Section J, *List of Attachments*, as follows:

- Update Section B, *Supplies or Services and Prices/Costs*, Table B.1 to reallocate costs from CLIN 1.0 to CLINs 2.1 and 2.2/2.3.
- Update Section B.10, Project Services Allocation, to show new allocation spread for FY18 through FY21.
- Update CLIN 1.0 Cost Share Incentives and CLIN 2.1 DFLAW Design Completion costs in Section B, *Supplies or Services and Prices/Costs*. The CLIN 1.0 Cost Share Incentives include removing \$20,022 from the target cost that should have been removed during Mod 417.
- Recognize change made in Mod 445 to fix mistake from Mod 384 in Attachment B-2-G for the last section of the cost savings share ratio.
- Update Section I, *Contract Clauses*, by updating clause I.23.
- Update Section I, *Contract Clauses*, Clause I.29B Payment for Overtime Premiums to be increased for FY19.
- Correct typo in Section J, *List of Attachments*, Attachment E, *List of Applicable Directives*.

**Description of Modification:**

1. As a result of Contract Modifications 430 and 434, new funding control points were added that were retroactive to the beginning of FY18. This causes some project services costs to be moved from CLIN 1.0 to CLINs 2.1 and 2.2/2.3. The table B.1 in Section B, *Supplies or Services and Prices/Costs*, Contract Section B.3 *Obligation and Availability of Funds and Contract Value*, paragraph (c) is revised as follows:
  - Decrease CLIN 1.0: Design, Construct, and commission LBL in the DFLAW Configuration by \$118,489,356, from \$6,511,036,273 to \$6,392,546,917.
  - Increase Sub-CLIN 2.1: DFLAW Design (Target Cost) by \$922,404 from \$75,436,879 to \$76,359,283.
  - Increase Sub-CLINs 2.2/2.3 DFLAW Procurement/Construction by \$117,566,952 from \$364,221,907 to \$481,788,859.
2. The table B.1 in Section B, *Supplies or Services and Prices/Costs*, Contract Section B.3 *Obligation and Availability of Funds and Contract Value*, paragraph (a), is deleted in its entirety and replaced in full as follows:

**Contract No. DE-AC27-01RV14136**  
**Modification No. 464**  
**SF-30 Continuation**

		Cost		
Total Estimated Contract Cost (TECC) through Mod No. 455				<b>\$14,087,586,654</b>
Total Estimated Contract Cost (464)		CLIN Estimated Cost	Increased/ Decreased by Mod 464	Total CLIN Estimated Cost
B.1	CLIN 1.0: Design, Construct, and Commission LBL in the DFLAW Configuration	\$6,511,036,273	(\$118,489,356)	\$6,392,546,917
B.2	CLIN 2.0: WTP Facility Modifications Necessary to Support DFLAW			
	Sub-CLIN 2.1: DFLAW Design (Target Cost)	\$75,436,879	\$922,404	\$76,359,283
	Sub-CLINs 2.2 /2.3 DFLAW Procurement/ Construction	\$364,221,907 <small>(Previous NTE Values)</small>	\$117,566,952	\$481,788,859
B.3	CLIN 3.0 HLW Facility	\$2,741,109,159		\$2,741,109,159
B.4	CLIN 4.0: PT Facility	\$4,395,782,436		\$4,395,782,436
Revised Total Estimated Contract Cost (TECC) through Mod No. 455				<b>\$14,087,586,654</b>
Fee				
		Available		Earned
				Total
Earned before Mod No. 384				
A1	Final Fee Determination – Pre-Mod No. A143			\$102,622,325
A2	Final Fee Earned Mod No. A143 – Mod No. 384			\$131,573,553
Fixed Fee Payment (Attachment B-2-C)***		\$0		\$60,000,000
Pending Activity Milestones (Attachment B-2-B)		\$0		\$6,667,000
Maximum Available Award Fee (CY 2016–2022) (Attachment B-2-D)		\$31,490,414		\$14,815,776
CLIN 1.0: Design, Construct, and Commission LBL in the DFLAW Configuration				
E1	LBL Construction Complete Performance Based Incentives (Attachment B-2-E)	\$51,300,000		\$17,100,000
E2	Commission LBL in the DFLAW Configuration Performance Based Incentive (Attachment B-2-F)	\$152,950,000		\$6,650,000
E3	Schedule Incentive Hot Commissioning (Attachment B-2-F)	+/- \$60,000,000 (Max)		
E4	Cost Share Incentive (Attachment B-2-G)	+/- \$50,000,000 (Max)		
E5	REA Fee Post Mod 384 (454)			\$551,428
CLIN 2.1: Performance-Based Incentive for DFLAW Design Completion (Attachment B-2-H)		\$8,000,000		\$1,000,000
Total Maximum Available Fee****		<b>\$243,740,414</b>		
Total Fee Earned (457)				<b>\$340,980,082</b>
Total Estimated Contract Price (TECP) (Total Maximum Available Fee + Total Earned Fee + TECC) (457)				<b>\$14,672,307,150</b>

\*\* Estimated cost for interim work plans within the agreed funding profile for CLINs 3.0 and 4.0 is included in Total Estimated Contract Cost (TECC).

\*\*\* Payment is in satisfaction of all fee entitlement for work accomplished under the Contract from contract Modification No. A143 through the date of this modification (384) that is not included in A2 above.

\*\*\*\* Exclusive of Cost Share and Schedule Incentives.

3. In Section B, *Supplies or Services and Prices/Costs*, Sub-Section B.10, Project Services Allocation, the information is updated to reflect the project services change brought by the new funding control. The text and table are deleted in its entirety and replaced in full as follows:

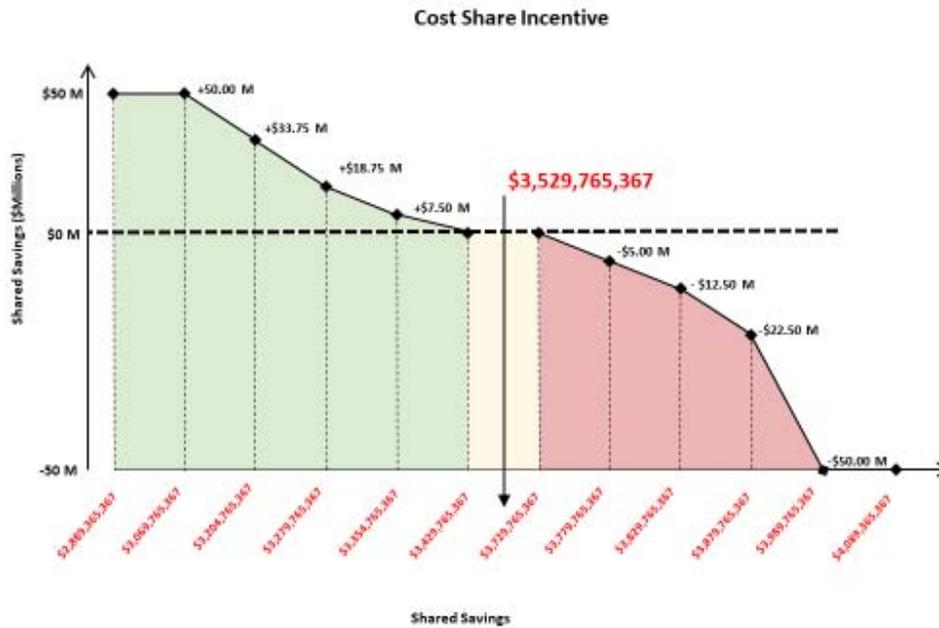
Project Services costs are allocated to specific facilities (LBL, DFLAW-EMF (WBS 1.07), HLW, and PT) in accordance with the final actual annual cost proportion of the work performed across all facilities. The target cost for CLIN 1.0 is based on an estimation of the project services cost to be allocated to the following facilities: WBS elements 1.02-LAW, 1.05-BOF, 1.06 LAB, and 1.07 DFLAW-EMF (CLIN 2.0) **through FY2017 only. As of FY2018, project services allocations associated with WBS 1.07 DFLAW-EMF (CLIN 2.0) will be costed to the separate DFLAW-EMF Control Point.** The actual amount of this allocation will vary based on the actual cost of work performed across all facilities in any given year. These actual costs will be reconciled on an annual basis at the end of each fiscal year to reflect actual percentage of the project services cost to be allocated to LBL, DFLAW-EMF, HLW, and PT, respectively. This reconciliation will be cost neutral to the CLIN 1.0 cost incentives and CLIN 2.1 cost incentive. The table below is the basis for the percentages incorporated into the target costs (including CLIN 1.0 and CLIN 2.0 Allocations **through FY17 and only for CLIN 1.0 for FY18-21**) based upon Annual Funding Profiles. Variations to these percentages after annual reconciliation will constitute a basis for equitable relief to the Contractor and/or a basis for a claim by the Government. See Clause H.53(g) for additional details.

<b>Project Services Allocation</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
CLINs 1.0 and 2.0 (FY15-17 only) Percent of Project Services Allocation	70%	73%	80%	<del>86%</del> 76%	<del>85%</del> 75%	<del>78%</del> 68%	<del>57%</del> 50%
DFLAW CLIN 2.1 (FY18-21) Percent of Project Services Allocation	-	-	-	0.4%	0%	0%	0%
DFLAW CLIN 2.2/2.3 (FY18-21) Percent of Project Services Allocation	-	-	-	10%	10.5%	10.3%	7.2%

4. Section B, Table B-2-F-1, Configuration Performance Based Incentive Fee, item B) Successful Demonstration of Hot Commissioning Final Milestone PBI Description - is revised to decrease the number in the third paragraph by \$118,509,378 (this includes the \$118,489,356 being removed from CLIN 1.0 in this modification and the \$20,022 that was removed from CLIN 1.0 in Modification 417) from \$3,608,274,745 to \$3,489,765,367 as follows:



	Total cost for CLIN 1.0 between \$3,829,765,367 to \$3,879,765,367, the cost increase will be shared in a ratio of 80% Government and 20% BNI.	-\$10,000,000.00	-\$22,500,000.00
	Total cost for CLIN 1.0 between \$3,879,765,367 to \$3,989,765,367 the cost increase will be shared in a ratio of 75% Government and 25% BNI.	-\$27,500,000.00	-\$50,000,000.00
	<b>Total Decrement for \$460,000,000 cost increase to price (\$3,989,765,367)</b>	<b>-\$50,000,000.00</b>	
Increases to earned fee will start when costs are below \$3,429,765,367		<b>Maximum Incremental Fee Increase</b>	<b>Maximum Cumulative Fee Increase</b>
	Total cost for CLIN 1.0 equal to \$3,429,765,367 to \$3,354,765,367, the cost savings will be shared in a ratio of 90% Government and 10% BNI.	\$7,500,000.00	\$7,500,000
	Total cost for CLIN 1.0 between \$3,354,765,367 to \$3,279,765,367, the cost savings will be shared in a ratio of 85% Government and 15% BNI.	\$11,250,000.00	\$18,750,000
	Total cost for CLIN 1.0 between \$3,279,765,367 to \$3,204,765,367, the cost savings will be shared in a ratio of 80% Government and 20% BNI.	\$15,000,000.00	\$33,750,000
	Total cost for CLIN 1.0 between \$3,204,765,367 to \$3,069,765,367, the cost savings will be shared in a ratio of 75% Government and 25% BNI.	\$16,250,000.00	\$50,000,000
	<b>Total Incentive for cost savings</b>	<b>\$50,000,000.00</b>	



<b>CLIN 1.0 Cost Share Incentive Fee Changes</b>	
<b>Mod #</b>	<b>Target Cost</b>
384	\$3,640,400,000
403	\$3,640,800,000
426	\$3,641,277,842
429	\$3,642,291,629
433	\$3,642,521,347
443	\$3,643,453,008
445	\$3,644,115,144
448	\$3,644,336,447
453	\$3,644,545,015
454	\$3,646,026,089
455	\$3,648,274,745
464	\$3,529,765,367

6. Section B, Table B-2-H-1, CLIN 2.1 DFLAW Design Completion Fee is revised to increase the number in the Cost Incentive Fee paragraphs by \$922,404 from \$75,436,879 to \$76,359,283 as follows:

Table B-2-H-1. CLIN 2.1 DFLAW Design Completion Fee.

DFLAW Design Completion Fee Milestones	Fee (\$)
<b>DFLAW Design Completion</b>	
<b>Interim Milestone Completion Incentive Fee –</b>	
<u>Description:</u>	
1) Complete the constructability review, model review and initial Hazard Analysis for the DFLAW Effluent Management Facility by-  December 31, 2015 After March 31, 2016 and before June 30, 2016 After June 30, 2016	\$500,000 \$250,000 \$0
2) Prepare and issue the DFLAW EMF Safety Basis Change Package (SBCP)/Preliminary Documented Safety Analysis (PDSA) update as an addendum to the LAW PDSA by-  July 31, 2016 After October 30, 2016 and before January 31, 2017 After January 31, 2017	\$500,000 \$250,000 \$0
<b>Cost Incentive Fee –</b>	
<u>Description:</u> DOE and the Contractor will share cost under runs on completion of CLIN 2.1 of less than target contract cost (\$76,359,283) in the ratio of 80% DOE/20% Contractor, subject to the maximum combined fee limitation.	
DOE and the Contractor will share cost overruns on completion of CLIN 2.1 of more than target contract cost (\$76,359,283) in the ratio of 80% DOE/20% Contractor, subject to the minimum fee limitation.	
<b>Schedule Incentive Fee –</b>	
<u>Description:</u> For every full month DFLAW Design Completion is accepted as complete per Section J, "List of Attachments," Attachment Q, "DFLAW Design Completion Criteria Incentive Definitions," prior to April 30, 2018, fee will be increased by \$100,000 subject to the maximum combined fee limitation.	
In the event DFLAW Design Completion is accepted as complete between April 30, 2018, and July 31, 2018, fee will be reduced by \$100,000 for each full month completion occurs after April 30, 2018 per Section J, "List of Attachments," Attachment Q, "DFLAW Design Completion Criteria Incentive Definitions."	
In the event DFLAW Design Completion is accepted as complete per Section J, "List of Attachments," Attachment Q, "DFLAW Design Completion Criteria Incentive Definitions," after July 31, 2018, total fee available will be reduced to the minimum fee of \$750,000.	
<b>Minimum Fee under DFLAW Design Completion</b> <i>(exclusive of any Interim Milestone Completion Fee)</i>	<b>\$750,000</b>
<b>Target Fee under DFLAW Design Completion</b> <i>(exclusive of any Interim Milestone Completion Fee)</i>	<b>\$4,500,000</b>
<b>Maximum Fee inclusive of Cost, Schedule, and Interim Milestone Completion Incentive Fee</b>	<b>\$9,000,000</b>

7. In Section I, *Contract Clauses*, Clause I.23 is deleted in its entirety and replaced in full as follows:

**I.23 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) –  
ALTERNATE II (NOV 2016) (M147) (464)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a

percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating –

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) 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. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided --

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled “Utilization Of Small Business Concerns,” or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor’s achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

8. Section I, Contract Clauses, Contract Clause I.29B, FAR 52.222-2 Payment for Overtime Premium (JUL 1990) is updated to increase FY 2019 estimated premium overtime value to \$16.481M per BNI's request. This change approves the overtime premium request, but it does not fully approve the costs for overtime. Overtime costs will still need to be supported as reasonable, allocable, and allowable once submitted for payment. Contract Clause I.29B (a) is revised as follows:

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ~~\$16.481M~~ for FY19 (M321)(369)(391)(419)(450)(464) or the overtime premium is paid for work—

9. In Section J, *List of Attachments*, Attachment E, *List of Applicable Directives*, in the Notes Section 3, the text is deleted in its entirety and replaced in full as follows:

3. The Contractor shall implement DOE O 221.1, CRD and DOE O 221.2, CRD into all new subcontract awards beginning January 1, 2003, except for those acquisitions for commercial items and for any new acquisition awards under \$100,000. DOE O 221.1A, CRD and DOE O 221.2A, CRD shall be implemented into all new subcontract awards beginning October 1, 2008, using the same criteria. Flow down of the requirements of these DOE order CRDs to subcontractors using these criteria meets the intent of ensuring compliance with the DOE order CRD requirements.

10. All other terms and conditions remain unchanged.

*(End of Modification)*