

2. AMENDMENT/MODIFICATION NO. 0162	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 25CR000025	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	--	--------------------------------

6. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123	CODE 892435	7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601
---	----------------	---	---------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Fluor Federal Petroleum Operations, LLC Attn: Janet Rodriguez 850 S Clearview Pkwy New Orleans LA 701233401	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-FE0011020
		10B. DATED (SEE ITEM 13) 09/18/2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$36,000,000.00
---	---------------	-----------------

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) See Block 14

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

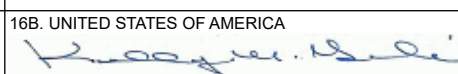
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: KJDUB6XQDTN4
Pursuant to the authority of Clauses H.2 Modification Authority, H.14 Small Business Subcontracting Plan, H.21 Work Authorization, I.28 Payment of Overtime Premium, I.50 - FAR 52.222-41 Service Contract Labor Standards, I.130 Payment and Advances and I.132 DEAR 970.5232-3 Obligation of Funds, the following changes are incorporated:

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

1. Reference Section B, B.4: Pursuant to I.132, DEAR 970.5232-3 Obligation of Funds: The total funds obligated to this contract are increased by \$36,000,000.00 from
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly M. Gele
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 11/25/2024

NAME OF OFFEROR OR CONTRACTOR
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$3,185,372,551.81 to \$3,221,372,551.81.</p> <p>2. The total contract value is increased by \$67,991,936.00 from \$3,237,579,195.44 to \$3,305,571,131.44.</p> <p>i. Table B.6 is revised to include the increase in estimated costs of \$67,991,936.00 including the following:</p> <ul style="list-style-type: none"> a. FY24 Actual Costs and Earned Award Fee (1st 6 months) b. FY24 Work Authorization Directive Revisions reflecting Baseline Change Request (BCR) Nos. 2024-001 through 2024-004 c. FY20 & 21 Subjective Fee Measures Settlement reflected in Modification No. 0156 d. FY25 Work Authorization Directives Revision 0 e. FY25 Contract Extension (6 months) as reflected in Modification No. 0160 <p>ii. Tables B.2 and B.6 are updated to include the updated fee amounts.</p> <p>B. Reference Section I, Clause I.28 - Payment of Overtime Premium: The overtime premium authorized for Fiscal Year 2025 (October 1, 2024 - March 31, 2025) is \$875,000.</p> <p>C. Reference Section J, Attachment B - Work Authorization Directives:</p> <p>Fiscal Year 2024 Work Authorization Directives Revision 2 dated May 15, 2024, and September 17, 2024; Revision 3 dated March 14, 2024, April 29, 2024, May 1, 2024, and September 17, 2024; Revision 4 dated September 17, 2024, for the period October 1, 2023, through September 30, 2024, are hereby incorporated by reference.</p> <p>Fiscal Year 2025 Work Authorization Directives Revision 0 dated October 1, 2024, for the period October 1, 2024, through March 31, 2025, are hereby incorporated by reference. (See attached Section J, Attachment B.)</p> <p>D. Reference Section J, Attachment D - FY25 Small Business Subcontracting Plan: The Small Business Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FE0011020/0162

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subcontracting Plan for the period October 1, 2024, through March 31, 2025, is hereby incorporated. (See attached Small Business Subcontracting Plan.)</p> <p>E. Reference Section J, Attachment E - Service Contract Labor Standards (Wage Determinations): Updated Wage Determinations are hereby incorporated into Section J, Attachment E. (See attached Wage Determinations.)</p> <p>F. Reference Section G: Section G.3, Contractor Contact information is hereby changed in this section as shown below.</p> <p>Contractor Contact Address: Janet Rodriguez Senior Contracts Manager Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Telephone: 504-734-4256 Email address: janet.rodriguez@spr.doe.gov</p> <p>Payment: OR for SPRO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 04/01/2014 to 03/31/2025</p>				

PART I -THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I -THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Table of Contents

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

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

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

B.2 TRANSITION COST AND TOTAL AVAILABLE AWARD FEE

(a) Transition Cost

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

(b) Total Available Award Fee

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

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

A	B	C	D	E
Fiscal Year	Annual Fee Base	Maximum Available Fee	Fee Percent	Total Available Award Fee
FY 2014 (6-months)	\$58,805,864	\$4,437,779	94.0	\$4,171,512
FY 2015	\$127,918,868	\$9,197,264	90.2	\$8,295,932
FY 2016	\$129,557,963	\$9,199,561	88.8	\$8,169,210
FY 2017	\$128,735,855	\$9,158,721	87.1	\$7,977,246
FY 2018	\$220,061,467	\$11,554,075	¹ 88.3	\$10,463,038
FY 2019	\$258,374,144	\$12,019,556	¹ 88.3	\$10,617,153
FY 2020	\$322,602,166	\$13,836,074	¹ 89.9	\$12,436,991
FY 2021	\$460,684,745	\$14,665,190	¹ 91.3	\$13,391,594
FY 2022	\$351,216,843	\$13,376,283	¹ 89.6	\$11,991,502
FY 2023	\$487,736,428	\$12,330,348	¹ 90.9	\$11,212,700
FY 2024 (6-months)	\$184,618,152	\$6,618,093	¹ 91.6	\$5,967,627
FY 2024 (6-months)	\$184,618,152	\$6,618,093	¹ 91.6	\$5,967,627
FY 2025 (6-months)	<u>\$190,960,581</u>	<u>\$6,277,878</u>	<u>94.6%</u>	<u>\$5,937,828</u>

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

B.3 AVAILABILITY OF APPROPRIATED FUNDS

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

B.4 OBLIGATION OF FUNDS

Pursuant to the Section I Clause DEAR 970.5232-4 entitled “Obligation of Funds,” the total amount obligated by the Government with respect to this contract is \$3,221,372,551.81.

¹IAW agreed to LE 2 fee approach, Facilities maximum fee FY18 88.3%, FY19 84.8%, FY20 83.9%, FY21 83.4%, FY22 82.8%, FY23 82.3%, FY24 83.1%. LE 2 maximum fee for FY18 to FY25 is 95%.

B.5 SINGLE FEE

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

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

B.6 CONTRACT VALUE

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

Fiscal Year	Estimated Costs	Available Award Fee	TOTAL
Transition Period (60 days) (02/01/14– 03/31/14)	\$0	\$0	\$0
FY 2014 (6 mos.)	\$62,336,127	\$3,567,202	¹ \$65,903,329
FY 2015	\$135,959,596	\$7,948,220	¹ \$143,907,816
FY 2016	\$152,347,025	\$7,503,419	¹ \$159,850,444
FY 2017	\$156,984,812	\$8,517,561	¹ \$165,502,373
FY 2018	\$197,944,524	\$9,743,406	¹ \$207,687,930
FY 2019	\$206,683,892	\$6,665,305	¹ \$213,349,197
FY 2020	\$254,005,669	\$12,572,474	¹ \$266,578,143
FY 2021	\$258,558,348	\$11,831,273	¹ \$270,389,621
FY 2022	\$342,100,483	\$9,635,416	¹ \$351,735,899
FY 2023	\$392,669,622	\$9,389,622	¹ \$402,059,244
FY 2024 (6 mos.)	\$251,561,960	\$4,972,740	\$256,534,700
FY 2024 (6 mos.)	\$274,783,055	\$5,967,627	\$280,750,682
FY 2025 (6 mos.)	\$515,383,925	\$5,937,828	\$521,321,753
TOTAL Contract Value	<u>\$3,201,319,038</u>	<u>\$104,252,093</u>	<u>\$3,305,571,131</u>

B.7 CONTRACT TYPE

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

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

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

ATTACHMENT B - WORK AUTHORIZATION DIRECTIVES

Fiscal Year 2024 Work Authorization Directives Revision 2 dated May 15, 2024, and September 17, 2024; Revision 3 dated March 14, 2024, April 29, 2024, May 1, 2024, and September 17, 2024; Revision 4 dated September 17, 2024, for the period October 1, 2023, through September 30, 2024, are hereby incorporated by reference.

WAD	Revision No.	Signed Date
LE 2	3	3/14/2024
Environment	2	5/15/2024
PAT WAD	2	9/17/2024
TSM	3	3/14/2024
Security	3	4/29/2024
Maintenance	3	5/1/2024
Environment	3	9/17/2024
Maintenance	4	9/17/2024
TSM	4	9/17/2024

Fiscal Year 2025 Work Authorization Directives Revision 0 dated October 1, 2024, for the period October 1, 2024, through March 31, 2025, are hereby incorporated by reference.

Published WADs are located at:

<https://myspr.spr.doe.gov/PROC/ASD/WADS/Forms/WADS.aspx>



SECTION J
ATTACHMENT D

SMALL BUSINESS SUBCONTRACTING PLAN

Contractor: Fluor Federal Petroleum Operations, LLC
Address: 850 S Clearview Pkwy, New Orleans LA 70123
Contract Number: DE-FE0011020
Item/Service: Management and Operation of the SPR and Associated Activities

Amount of Contract for First 6-Month Period of FY 2025: Estimated \$233,591,161

Period of Contract Performance: FY 2025 (October 1, 2024, thru March 31, 2025)

Type of Plan (Check One)

Individual Plan (All elements developed specifically for this Contract and applicable for the full term of this Contract.)

Master Plan (Goals developed for this Contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1) -(3)).

Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual Contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704(d) and 52.219-9(g)).

I. Goals

This submittal shall include goals for Small Business concerns (SB), Service-disabled Veteran-owned SB concerns (SDVOSB), HUBZone SB concerns (SBH), Small Disadvantaged Business concerns (SDB), and Women-owned SB concerns (WOSB), collectively referred to as SB concerns.

The proposed goals are based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget and include mandated guidance from the Department of Energy (DOE). Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer (CO) and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the use of SB, SDVOSB, SBH, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the CO.

The goals are expressed in both dollars and percentages for LB, SB, SDVOSB, SBH, SDB, and WOSB. It is the intent of Fluor Federal Petroleum Operations (FFPO) to commit at least 49% (DOE mandated goal) of the subcontracted dollars to SBs and to meet, if not exceed, the DOE's annual subcontracting goals.



A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the 1st 6-month period Fiscal Year 2025 Contract Period (October 1, 2024, thru March 31, 2025).

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this Contract is \$154,758,769 (100%).
 - a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with LBs (all business concerns classified as “other than small”) (% of 1. above): \$78,926,972 and 51%.
 - b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with SBs (include SB, SDVOSB, SBH, SDB, and WOSB concerns) (% of 1. above): \$75,831,797 and 49%.
 - c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with VOSB (% of 1. above): N/A and N/A. This amount is included in the amount shown under A.1.b, above, as a subset.
 - c. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with SDVOSBs (% of 1. above): \$7,737,938 and 5%. This amount is included in the amount shown under A.1.b, above, as a subset.
 - d. SBH Concerns. Total estimated dollar value and percent of planned subcontracting with SBHs (% of 1. above): \$4,642,763 and 3%. This amount is included in the amount shown under A.1.b, above, as a subset.
 - e. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with SDBs (% of 1. above): \$7,737,938 and 5%. This amount is included in the amount shown under A.1.b, above, as a subset.
 - f. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): \$7,737,938 and 5%. This amount is included in the amount shown under A.1.b, above, as a subset.

B. A description of all the types of products and/or services that will be acquired under this Contract is necessary to determine how the subcontracted dollars are to be spent.

1. The following principal products and/or services will be subcontracted under this Contract, and the types of businesses supplying them are as follows.

Subcontracted Product/Service	Business Size (Other, SB), SDVOSB, SBH, SDB, WOSB	Planned Subcontractor (If known)
C.2.1 OPERATIONS		
Equipment Rental	Other, SB, SDB	Multiple
Surveying	SB, SDVOSB, SDB	Multiple
Non-destructive Testing	Other, SB, WOSB	Multiple
Downhole Tools/Fishing	Other, SB	Multiple
Fuel Oil	Other, SB, SBH, SDB, WOSB	Multiple
Aviation	Other, SB	Multiple



Subcontracted Product/Service	Business Size (Other, SB), SDVOSB, SBH, SDB, WOSB	Planned Subcontractor (If known)
CAVERN INTEGRITY AND WORKOVERS		
Cavern Integrity	Other, SB	Multiple
PETROLEUM ACQ & TRANSPORTATION		
Oil Sampling & Analysis	Other, SB	Multiple
MAINTENANCE		
Inspection & Testing	Other, SB, SDVOSB, WOSB	Multiple
Electrical Repairs	SB	Multiple
Mechanical Repair	Other, SB	Multiple
Welding	SB, SDVOSB, SBH, SDB, WOSB	Multiple
Gas Services	SB, WOSB	Multiple
Tank Cleaning	SB, SDB, WOSB	Multiple
Janitorial	SB, SDVOSB, SDB, WOSB	Multiple
MAJOR MAINTENANCE		
Light Construction	SB, SDVOSB, SBH, SDB, WOSB	Multiple
ENVIRONMENTAL		
Environmental Inspections	SB, SDVOSB, SBH, SDB, WOSB	Multiple
SECURITY		
Security Services & Support	Other, SB, SDB, WOSB	Multiple
ENGINEERING		
Material Consulting	SB, SBH, SDB, WOSB	Multiple
Engineering Services	SB, SBH, SDB, WOSB	Multiple
PROCUREMENT/CONTRACTS		
Materials & Supplies	SB, SDVOSB, SBH, SDB, WOSB	Multiple

2. Fluor Federal Petroleum Operations (FFPO) developed the proposed subcontracting goals for SB, SDVOSB, SBH, SDB, and WOSB concerns through detailed planning and by including DOE small business subcontracting guidance.

3. Indirect costs have not been included in the dollar and percentage subcontracting goals stated above.

4. **Mentor-Protégé Program**

Mentoring is an important component of the Fluor Federal Petroleum Operations’ SB/SDB philosophy. Fluor’s history with Mentor Protégé agreements dates to 1994 when Fluor Fernald was the first DOE prime contractor to graduate three Protégés from the program.

Fluor Federal Petroleum Operations currently has a Mentor-Protégé agreement with DBD, Inc.

5. **Set-Aside Programs**

SB set-asides will be implemented in accordance with the terms and conditions of the prime contract dealing with the utilization of subcontractors for work that presents subcontracting



opportunities. These set-asides will be considered when it is determined that such firms, consistent with efficient performance of the prime contract, have the capabilities and proven past performance to perform the work at fair and reasonable pricing. In particular, FFPO will utilize the following set-aside programs to facilitate attainment of the Diversity Subcontracting Goals and initiatives enumerated in this plan:

- A) Mandatory Small Purchase Set-Asides – When consistent with efficient contract execution, purchases made by FFPO of \$250,000 or less, and awarded through small purchase procedures, may be set-aside for SBs, SBHs, SDBs, WOSBs or SDVOSBs and/or VOSBs where there is a reasonable expectation that bids, competitive as to fair market price, quality and delivery, will be obtained from two (2) or more responsible SBHs, SDBs, WOSBs or SDVOSBs and/or VOSBs concerns.
- B) Discretionary Set-Asides – Purchases made by FFPO at any dollar value may be set-aside for small business and all purchases up to \$250,000 may be awarded to small businesses on a sole source basis when the award can be made at fair market price.
- C) Class Set-Asides - Notwithstanding the above, once a determination is made by FFPO that a product or service has been acquired successfully on a set-aside basis, future requirements for that product or service may be acquired based on a repetitive “class set aside” when deemed consistent with efficient and cost-effective performance of the prime contract.
- D) 8(a) Program Set-Asides - An 8(a) Set-Aside Program will be implemented which affords FFPO the ability to process acquisitions on a non-competitive basis to selected SDB firms certified as active participants in the SBA's 8(a) Program provided that the total estimated value of the procurement action is less than \$7 million, (for acquisitions utilizing a manufacturing North American Industry Classification System (NAICS) code), or less than \$4.5 million, (for acquisitions falling within all other NAICS codes). In addition, FFPO may identify specific acquisitions above or below these thresholds exclusively for competition amongst 8(a) concerns. In all cases, the FFPO Small and Small Disadvantaged Business Utilization Administrator will be responsible for verifying that the proposed subcontractor(s) is certified as an active 8(a) in the NAICS code applicable to the acquisition. Additionally, all awards executed under this program will be bi-lateral subcontracts executed between FFPO and the 8(a) concern. FFPO will ensure that these acquisitions are at fair market prices and consistent with the efficient attainment of SPR mission requirements.

II. Program Administrator

The subcontracting plan is to be administered by FFPO to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the CO by letter and will not require an



immediate Contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification. The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor's subcontracting program are listed below.

Name: Julia Avery
Title: Diversity Subcontract Program Administrator
Address: 850 S. Clearview Parkway, New Orleans, LA 70123
Phone: 504-275-8102
E-mail: ffposmallbus@spr.doe.gov

The Diversity Subcontract Program Administrator has general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders' lists of SB, SDVOSB, SBH, SDB, and WOSB concerns from as many sources as possible
- Ensuring that procurement packages are structured to permit participation of SB, SDVOSB, SBH, SDB, and WOSB concerns to the maximum extent possible
- Ensuring inclusion of SB, SDVOSB, SBH, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, SDVOSB, SBH, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by procurement personnel if selection not made to SB, SDVOSB, SBH, SDB, and WOSB concern that provided low bid
- Ensuring establishment and maintenance of records of solicitations and subcontract award activity
- Attending or arranging for attendance of company representatives/counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals
- Preparing and submitting semi-annual and annual subcontract reports
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include:
 - Coordinating FFPO's activities during the conducting of SB compliance reviews
 - Coordinating the conduct of FFPO activities involving its small and SDB subcontracting program

Fluor Federal Petroleum Operations' Diversity Subcontract Program Administrator will routinely review progress toward subcontracting goals to ensure program effectiveness on this contract and will support procurement and contracts personnel during planning and through ongoing outreach activities.



III. Equitable Opportunities and Outreach Efforts

The FFPO Diversity Subcontracting Program Administrator will undertake efforts to ensure that SB, SDVOSB, SBH, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts to the maximum practicable extent.

A. Outreach efforts to obtain sources:

1. Contacting minority and SB trade associations
2. Contacting business development organizations
3. Attending small and minority business procurement conferences and trade fairs
4. Requesting sources from the System for Award Management (SAM)
5. Other participation in efforts or activities to expand the socioeconomic database for this Contract
6. Utilizing book references, catalogs, source lists, or other reference material to identify SB, SDVOSB, SBH, SDB, and WOSB sources before the acquisitions are placed by the buying activities
 - Developing an annual list of outreach events (procurement conferences, trade fairs, etc.) in which to participate
 - Work with SBA Procurement Center Representative (SBA-PCR), Small Business Development Centers, and Minority Business Development Centers in the region
 - Develop, implement, and maintain an Internet based system that can be utilized by interested sources to register as FFPO prospective suppliers at the SPR.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan
2. Establishing, maintaining, and using SB, SDVOSB, SBH, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts
3. Monitoring activities to evaluate compliance with the subcontracting plan
4. Additional Efforts
 - Acquisition planning to include SB subcontracting opportunities
 - Maintaining summary reports and other documents on the outreach activity attended, including new sources.

Fluor Federal Petroleum Operations' policy is to comply with all government regulations and public law, including those concerning SB, SDVOSB, SBH, SDB, and WOSB concerns. It is an established FFPO policy that SB, SDVOSB, SBH, SDB, and WOSB concerns will have an equitable opportunity to compete for FFPO purchases.

IV. Subcontracting Plan Flowdown

The Contractor agrees to include the Contract's Section I Clause entitled FAR 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities. All subcontractors, except SB concerns, which receive subcontracts in excess of



\$750,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan.

V. Reports and Surveys

Fluor Federal Petroleum Operations gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the Contracting agency, or the U.S. Small Business Administration (SBA).
- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. The Contractor shall submit the Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR), using the Government’s Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the ISR and SSR reports electronically to a single, Government-wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments and provide the Government with immediate access to the Contractor’s subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of ISR and SSR accomplishments using the eSRS will commence upon contract award.
- D. Ensuring that LB subcontractors with subcontracting plans agree to submit the ISR and SSR using eSRS.

Reporting Period	Report Due	Due Date
Oct 1 – Mar 31	ISR	April 30th
Apr 1 – Sep 30	ISR	Oct 30th
Oct 1 – Sep 30	SSR	Oct 30th

Submission of ISRs and SSR: The reports shall be submitted via the eSRS. The Contractor is required to register in the system. Contractor shall notify the CO and Contract Specialist via email upon completion/submission of the reports. The CO is responsible for reviewing/accepting all ISRs. The Small Business Program Manager (SBPM) is responsible for reviewing/accepting all SSRs. Email addresses of the CO and the SBA-PCR must be included on all ISRs and the email addresses of the SBPM and the SBA-PCR must be included on all SSRs.

VI. Records and Procedures

The following is a recitation of the types of records and procedures the Contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. System for Award Management (SAM) is an integral part of our sourcing methodology. Additionally, FFPO employs various methods for identifying potential SB offerors, such as company source lists (Fluor corporate supplier and contractor registry and internal SB Program reference database); attendance at various trade shows, conventions, workshops, and



conferences; participation in SB recruitment conferences and networking events; working with local SBA and PTAC offices; SBA Dynamic Small Business Search; and accessing various external sites. This ensures a maximum number of SB, SDVOSB, SBH, SDB, and WOSB firms capable of providing the required supplies/services are considered.

- B. On a Contract-by-Contract basis, records on each subcontract solicitation resulting in an award of more than \$250,000 will indicate whether SB, SDVOSB, SBH, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a SB concern
- C. Records to support other outreach efforts, e.g., contacts with minority and SB trade associations, attendance at small and minority business procurement conferences and trade fairs.
- D. Records to support internal guidance and encouragement provided to procurement personnel, on the utilization of SB, SDVOSB, SBH, SDB, and WOSB, thru workshops, seminars, training programs, and incentive awards.
- E. On a Contract-by-Contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor.
- F. We make every effort consistent with efficient contract execution to acquire goods and services from those SBs used in the preparation of our proposal in the same or greater scope, amount, and quality used in preparing the proposal. This includes SBs listed in the proposal and/or subcontracting plan, and when the SB's pricing, cost information or technical expertise was used in preparation of the proposal.
- G. We provide assurance that a written explanation will be submitted to the Contracting Officer if we are unable to fulfill the requirements of (12) above. The explanation, if required, will be submitted within 30 days of contract completion.
- H. Fluor does not prohibit or encourage subcontractors from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- I. It is Fluor policy to pay our SB subcontractors on time and in accordance with the terms and conditions of the underlying subcontract. The Contracting Officer will be notified if we make either a reduced or an untimely payment to a SB subcontractor.

VII. Strategy for Small Business Involvement

Fluor Federal Petroleum Operations will maximize opportunities for qualified SBs to compete for materials and services required for the execution of this project. We have an established sourcing methodology that gives priority to SB and incorporates a significant share of meaningful, varied, and complex work for SBs. A key element of FFPO's SB strategy is involvement of the project management team. This is accomplished by integrating SB goals and targets into project planning as well as execution.



Additionally, our SB subcontracting approach is focused on the use of local and regionally based SBs. This helps strengthen the local economy, and creates new business opportunities, immediately and in the longer term.

This subcontracting plan was submitted by:

Signed: _____

Typed Name: Julia Avery

Title: Diversity Subcontract Program Administrator

Date: August 29, 2024

Phone No.: 504-275-8102

PLAN CONCURRED BY:

Leslie Bourgeois
Small Business Program Manager

Date

PLAN ACCEPTED BY:

Kelly Gele
Contracting Officer

Date

**ATTACHMENT E - SERVICE CONTRACT LABOR STANDARDS
(WAGE DETERMINATIONS)**

The Wage Determinations applicable to the current Management and Operating contract for the period April 1, 2024, through March 31, 2025, are:

State(s)	Wage Determination No.	Link
Louisiana: (Jefferson Parish - Harahan)	2015-5189 Revision No. 27 (05/01/24)	https://sam.gov/wage-determination/2015-5189/27
Louisiana: (Iberville Parish - Bayou Choctaw)	2015-5177 Revision No. 24 (04/26/24)	https://sam.gov/wage-determination/2015-5177/24
Louisiana: (Cameron Parish - West Hackberry)	2015-5185 Revision No. 25 (04/26/24)	https://sam.gov/wage-determination/2015-5185/25
Texas: (Jefferson County - Big Hill)	2015-5217 Revision No. 25 (04/19/24)	https://sam.gov/wage-determination/2015-5217/25
Texas: (Brazoria County - Bryan Mound)	2015-5233 Revision No. 27 (04/23/24)	https://sam.gov/wage-determination/2015-5233/27
Mississippi: (Hancock County – Stennis Warehouse)	2015-5147 Revision No. 23 (04/20/24)	https://sam.gov/wage-determination/2015-5147/23