

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0071	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601	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: Paul Avery 850 S Clearview Pkwy New Orleans LA 701233401		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 078490442		FACILITY CODE	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 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)
R799

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) 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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.)

The purpose of this modification is to exercise the five-year option period. Pursuant to the authority of Clause I.22 52.217-9 Option to Extend the Term of the Contract (MAR 2000):

A. The period of performance is end date is changed from 03/31/2019 to 03/31/2024.

B. Reference Section B, B.2(b) (3) - Total Available Award Fee has been updated to include LE 2 costs (See attached Section B).

C. Reference Section B, B.6 - Contract Value: The contract value is revised to reflect the most recent FY19-FY24 Budget Request. The total contract value is increased by \$2,075,647,969 from \$988,076,390 to \$3,063,724,086 (See attached Section B).

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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 08/15/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FE0011020/0071

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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)
	Delivery Location Code: 01601 SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123 Payment: OR for SPRO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 04/01/2014 to 03/31/2024				

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

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

B.2 TRANSITION COST AND TOTAL AVAILABLE AWARD FEE

(a) Transition Cost

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

(b) Total Available Award Fee

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

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

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

A	B	C	D	E
Fiscal Year	Annual Fee Base	Maximum Available Fee	Fee Percent	Total Available Award Fee
FY 2014 (6-months)	\$58,805,864	\$4,437,779	94.0	\$4,171,512
FY 2015	\$127,918,868	\$9,197,264	90.2	\$8,295,932
FY 2016	\$129,557,963	\$9,199,561	88.8	\$8,169,210
FY 2017	\$128,735,855	\$9,158,721	87.1	\$7,977,246
FY 2018	\$220,061,467	\$11,554,075	¹ 90.6	\$10,463,038
FY 2019	<u>\$258,374,144</u>	<u>\$12,019,556</u>	¹ 88.3	<u>\$10,617,153</u>
FY 2020	<u>\$419,361,913</u>	<u>\$14,486,158</u>	¹ 91.1	<u>\$13,190,153</u>
FY 2021	<u>\$460,684,745</u>	<u>\$14,665,190</u>	¹ 91.3	<u>\$13,391,594</u>
FY 2022	<u>\$371,000,800</u>	<u>\$13,892,684</u>	¹ 90.0	<u>\$12,505,574</u>
FY 2023	<u>\$233,737,361</u>	<u>\$11,692,653</u>	¹ 86.5	<u>\$10,114,838</u>
FY 2024 (6-months)	<u>\$173,446,946</u>	<u>\$10,619,263</u>	¹ 84.1	<u>\$8,934,890</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 \$984,448,817.12.

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

B.5 SINGLE FEE

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

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

B.6 CONTRACT VALUE

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

Fiscal Year	Estimated Costs	Available Award Fee	TOTAL
Transition Period (60 days) (02/01/14– 03/31/14)	¹ \$0	\$0	¹ \$0
FY 2014 (6 mos.)	\$62,336,127	\$3,428,152	² \$65,764,279
FY 2015	\$135,959,596	\$7,948,220	² \$143,907,816
FY 2016	\$152,347,025	\$7,503,419	² \$159,850,444
FY 2017	\$218,419,757	³ \$9,261,238	\$227,680,995
FY 2018	\$261,329,157	\$10,463,038	\$271,792,195
FY 2019 (6 mos.)	<u>\$137,213,737</u>	<u>\$5,308,576</u>	<u>\$142,522,313</u>
Option Period			
FY 2019 (6 mos.)	<u>\$137,213,736</u>	<u>\$5,308,577</u>	<u>\$142,522,313</u>
FY 2020	<u>\$433,543,791</u>	<u>\$13,190,153</u>	<u>\$446,733,943</u>
FY 2021	<u>\$473,111,792</u>	<u>\$13,391,594</u>	<u>\$486,503,386</u>
FY 2022	<u>\$384,700,198</u>	<u>\$12,505,574</u>	<u>\$397,205,772</u>
FY 2023	<u>\$249,271,252</u>	<u>\$10,114,838</u>	<u>\$259,386,091</u>
FY 2024 (6 mos.)	<u>\$191,838,987</u>	<u>\$8,934,890</u>	<u>\$200,773,877</u>
TOTAL Contract Value (Transition and Base Period)	<u>\$2,952,455,910</u>	<u>\$111,268,176</u>	<u>\$3,063,724,086</u>

B.7 CONTRACT TYPE

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

¹ The Transition Period Costs of \$1,391,744 are included in the FY14 costs of \$62,336,127.

² Fiscal Year Total reflects actual costs and earned award fee.

³ Negotiated Available Award Fee