March 19, 2020

Prospective Offerors:

The Department of Energy, Strategic Petroleum Reserve Project Management Office (SPRPMO), located at 900 Commerce Road, East, New Orleans, Louisiana, has a requirement for the purchase of up to thirty (30) million barrels of crude oil produced in the United States by United States producers.

You are invited to submit a proposal. You are to base your proposal for this requirement on the information provided in the attached Request for Proposal (RFP), 89243520RFE000015. The proposal preparation instructions are described in Part IV, Section L of the RFP. Submission of proposals will only be accepted via email and must be received not later than 11:00 a.m., Central Time, on March 26, 2020. (Refer to Part IV, Section L.4. of the RFP.) In order to participate in Federal procurements, potential offerors must register in the System for Award Management (SAM) at https://www.sam.gov/.

Notice to Offerors: This acquisition is subject to the requirement for the use of U.S.-Flag vessels. (Refer to Part II, Section I, Clause I.1 (53)) and the Cargo Preference Act, as amended, Pub. L. No. 83-664, 68 Stat. 832, 46 U.S.C. § 1241(b).) (Refer to Part III, Section J, Exhibit F.)

The Government contemplates award of a firm-fixed-priced contract resulting from this RFP. Multiple awards may be made. The Government intends to evaluate proposals without discussions with Offerors (except clarifications). Therefore, the Offeror’s initial proposal should contain its best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if it is later determined necessary. The delivery period is May 1, 2020 to June 30, 2020.

The solicitation is posted to FedConnect (https://www.fedconnect.net), beta.sam.gov (https://beta.sam.gov/), and SPRPMO (http://www.spr.doe.gov) websites. No hard copies of the solicitation will be made available. Prospective Offerors are responsible for regularly checking the websites for updates, additional information, and changes or amendments to the RFP.

This RFP does not commit the Government to procure or contract for any supplies. Proposal preparation costs as a result of this solicitation will not be borne by the Government.
Questions concerning the solicitation must be submitted via email to the Contract Specialist, Mary Catherine Roark, at mary.roark@spr.doe.gov and to the undersigned at kelly.gele@spr.doe.gov by 11:00 a.m., Central Time on March 25, 2020.

Sincerely,

Kelly M. Gele’
Contracting Officer

Attachment
REQUEST FOR PROPOSAL

89243520RFE000015

PURCHASE THIRTY (30) MILLION BARRELS OF U.S. PRODUCED CRUDE OIL FOR THE STRATEGIC PETROLEUM RESERVE
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SOLICITATION/CONTRACT FORM
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
2. CONTRACT NO.
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:
   a. NAME
   b. TELEPHONE NUMBER
   c. OFFER DUE DATE/LOCAL TIME
8. OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30
9. ISSUED BY
10. THIS ACQUISITION IS
    a. UNRESTRICTED OR
    b. SET ASIDE: % FOR:
        - SMALL BUSINESS
        - WOMEN-OWNED SMALL BUSINESS
        - HUBZONE SMALL BUSINESS
        - SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
        - (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
        - NAICS: 424720
        - SIZE STANDARD: 200
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
    a. DELIVER TO
12. DISCOUNT TERMS
    a. CONT'D
13. RATING
    a. RATINGS
14. METHOD OF SOLICITATION
    a. RFQ
    b. FB
    c. RFP
15. ADMINISTERED BY
16. ADMINISTERED BY
17a. CONTRACTOR/OFFEROR
18a. PAYMENT WILL BE MADE BY
19. SCHEDULE OF SUPPLIES/SERVICES
20. QUANTITY
21. UNIT PRICE
22. AMOUNT
23. ACCOUNTING AND APPROPRIATION DATA
24. TOTAL AWARD AMOUNT (For Gov't Use Only)
25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Gov't Use Only)
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA
27b. CONRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN
   a. SIGNATURE OF OFFEROR/CONTRACTOR
   b. NAME AND TITLE OF SIGNER (Type or print)
   c. DATE SIGNED
   d. NAME OF CONTRACTING OFFICER (Type or print)
   e. DATE SIGNED
   f. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Strategic Petroleum Reserve Project
SPRO
U.S. Department of Energy
900 Commerce Road East US 492
New Orleans LA 70123

Strategic Petroleum Reserve Purchase of Up To Thirty (30) Million Barrels of Crude Oil Produced in the United States by United States Producers Period of Performance: 05/01/2020 to 06/30/2020

00001 Crude oil (See Section J, Exhibit A for Offer Form)

(Use Reverse and/or Attach Additional Sheets as Necessary)
|-------------|----------------------------------|--------------|---------------|------------|

32a. QUANTITY IN COLUMN 21 HAS BEEN

[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED

[ ] COMPLETE

[ ] PARTIAL

[ ] FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

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<td>ADJUSTMENT FOR CRUDE OIL QUALITY DIFFERENTIAL</td>
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<td>REQUEST(S) FOR SUBSTITUTION OF CRUDE OIL TYPES FOR DELIVERY TO SPR</td>
<td>B-7</td>
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</tbody>
</table>


B.1 INTRODUCTION

a. The Department of Energy (DOE), Strategic Petroleum Reserve Project Management Office (SPRPMO) is soliciting to purchase up to 11,300,000 barrels of sweet Crude Oil produced in the United States by United States producers to be delivered to Bayou Choctaw and Bryan Mound SPR sites and up to 18,700,000 barrels of sour Crude Oil produced in the United States by United States producers to be delivered to the Big Hill and West Hackberry SPR sites. See table on item B.6(d) for site allocation. Offers will be accepted on a competitive basis. Offerors will be mandated to provide only Crude Oil produced in the United States for fulfillment purposes. (Note: In the event that the site defined in this document is unable to receive deliveries for any reason, the DOE reserves the right to designate alternate locations for receipt. In this event, cost adjustments shall be compensated through adjustment to contract delivery quantities.)

The intent of the SPR is to cumulatively purchase up to 77 million barrels of Crude Oil produced in the United States through a series of Requests for Proposal (RFP).

b. Offerors, which include regular sellers or distributors of crude oil, must certify (see Section K.3 OFFEROR CERTIFICATION) that all Crude Oil shipments received by the SPR pursuant to this solicitation will be sourced from: (i) individuals, corporations, partnerships, or governmental entities, (ii) which are either United States citizens, incorporated or organized in the United States, or governmental entities of the United States or one of its states, and (iii) which employ fewer than 5,000 employees among all of its affiliated, subsidiary, and parent companies.

c. The Crude Oil offered for sale to the DOE shall meet the specifications in Section J, Exhibit C. Acceptance of any Crude Oil offered for delivery will be subject to the Contracting Officer’s approval. Gravity and sulfur differentials will be used to determine quality adjustments for any Crude Oil delivered which varies from the quality specifications of the Crude Oil contracted.

d. The minimum offer quantity is 1,000,000 barrels.
e. Crude Oil delivery period to the SPR sites will be May 1, 2020, through June 30, 2020. Requests for early deliveries, beginning the day after award, are encouraged and will be accommodated to the maximum extent possible on a best efforts basis, terms to be negotiated.

B.2 DESCRIPTION

Delivery of the Crude Oil to the Government can be made to all four (4) DOE sites. See Section J, Exhibits E and G.

B.3 DEFINITIONS

As used throughout this solicitation, the following terms shall have the meaning set forth below:


c. “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government.


e. “Contractor” means the party contracting to perform all work to be done in pursuance of this contract.

f. “Offeror” is an entity that submits an offer pursuant to this solicitation.

g. “SPRPMO” means the Strategic Petroleum Reserve Project Management Office.

h. “API” means the American Petroleum Institute.

i. “Barrel” means 42 U.S. gallons or 231 cubic inches per gallon corrected to 60 degrees Fahrenheit.
j. “Crude Oil” means a mixture of hydrocarbons that existed in the liquid phase in natural underground reservoirs and remains liquid at atmospheric pressure after passing through surface separating facilities and is marketed or used as such. This product must be produced in the United States.

k. “Affiliate” means associated business concerns or individuals if, directly or indirectly, (1) either one controls or can control the other, or (2) a third-party controls or can control both.

l. “FFPOCOL” means Fluor Federal Petroleum Operations Crude Oil Logistics group. Fluor Federal Petroleum Operations (FFPO) is the Management and Operating Contractor for the SPR.

m. “DOE M&O” means Department of Energy’s Management and Operating Contractor, FFPO.

B.4. DETERMINATION OF RESPONSIBILITY

Upon request, Offeror(s) shall furnish sufficient information for the Contracting Officer to make a determination of responsibility. At a minimum, Offerors shall furnish enough data for the Contracting Officer to determine adequate financial capability.

B.5 PRICING INFORMATION

a. The contract line item fixed per barrel price(s) will be determined by the average (to the $0.001) of daily settlements for the NYMEX WTI (New York Mercantile Exchange West Texas Intermediate) delivery month contract for the three trading days commencing with award day, adjusted for Argus WTI Houston Month 1 WTD (weighted average) for sweet Crude Oil and Argus Mars Month 1 WTD for sour Crude Oil, plus the corresponding monthly “Δ” value for each successful line item offer. The contract sum value is the per barrel price(s) multiplied by the corresponding award quantity for each line item offer.

b. A maximum contract value will be determined at the time of award based on the NYMEX WTI delivery month, adjusted for Argus WTI Houston Month 1 WTD and Argus Mars Month 1 WTD, settlement for the trading day prior to date set for the receipt of offers, plus the successful offer line item “Δ” value multiplied by the awarded quantity for each line item.

c. Contracted fixed per barrel prices for each line item as determined in B.5.a above shall remain effective for deliveries outside of the contracted month.
DOE retains the right to decline deliveries outside of the contracted month; unless delays are attributable to DOE.

B.6 RECEIPT OF CRUDE OIL AT THE DOE SITE

a. Maximum receipt capability of Crude Oil at the DOE SPR site is as follows:

Note: Receipt capability may decline as SPR caverns are filled.

<table>
<thead>
<tr>
<th>Location</th>
<th>Receipt Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryan Mound</td>
<td>225,000 barrels per day</td>
</tr>
<tr>
<td>Big Hill</td>
<td>225,000 barrels per day</td>
</tr>
<tr>
<td>West Hackberry</td>
<td>125,000 barrels per day</td>
</tr>
<tr>
<td>Bayou Choctaw</td>
<td>110,000 barrels per day</td>
</tr>
</tbody>
</table>

b. All costs associated with the transportation of the Crude Oil to the DOE will be absorbed by the Contractor, to include but not be limited to, tariffs, marine shipment, pipeline shipment, harbor, Oil Spill Liability Trust Fund taxes and environmental fees (including Texas Coastal protection fees), terminalling, and tankage charges.

c. Within 5 business days after contract award, the Contractor shall submit a comprehensive delivery schedule for the DOE Contracting Officer’s approval providing the volume of Crude Oil to be delivered to each DOE delivery location, as well as the most recent corresponding comprehensive Crude Oil assay(s). The delivery schedule may allow for economic delivery-size marine cargoes not less than 250,000 barrels for vessels and 40,000 barrels for barges and commercial pipeline cargo shipments not less than 100,000 barrels per cargo. The DOE must approve subsequent changes to the original schedule.

d. The availability of storage capacity and delivery periods for Crude Oil at the DOE site is as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Volume (Million Barrels)</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Hill</td>
<td>11.5</td>
<td>5/1/2020 – 6/30/2020</td>
</tr>
<tr>
<td>Volume (Million Barrels)</td>
<td>Delivery Period</td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Sweet</td>
<td>Sour</td>
<td></td>
</tr>
<tr>
<td>West Hackberry</td>
<td>7.2</td>
<td>5/1/2020 – 6/30/2020</td>
</tr>
<tr>
<td>Bayou Choctaw</td>
<td>5.2</td>
<td>5/1/2020 – 6/30/2020</td>
</tr>
<tr>
<td>Bryan Mound</td>
<td>6.1</td>
<td>0</td>
</tr>
</tbody>
</table>

NOTE: Requests for early deliveries are encouraged and will be accommodated to the maximum extent possible on a best efforts basis, terms to be negotiated.

e. While the SPR can receive the site delivery volumes as stated in B.6 (a), Offerors are cautioned that, due to commercial volumes at the terminals/pipelines, delivery time frames may be restricted. Offerors are responsible for ensuring that deliveries to the SPR can be accommodated through the applicable commercial terminals/pipelines.

B.7 CLOSE-OUT RECONCILIATION

a. Prior to the last scheduled cargo delivery, the DOE and Contractor shall use the most current available information in reconciling and determining the final delivery quantity to the Government. The Contractor shall then utilize best efforts in delivering the estimated agreed upon quantity to the Government within a minus 5 percent variance of the total contractor volume.

b. The Government shall make payment to the Contractor based on the per barrel price as awarded.

B.8 ADJUSTMENT FOR CRUDE OIL QUALITY DIFFERENTIAL

a. A quality differential shall be computed for each cargo of U.S. produced Crude Oil delivered to the DOE as compared to the U.S. produced Crude Oil assay(s) submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9.
b. Laboratory tests for API Gravity and Sulfur mass percent, in accordance with tests methods listed in Exhibit C-1, shall be taken when custody of the Crude Oil is transferred to the DOE.

The quality differential adjustments for the U.S. produced Crude Oil delivered by the Contractor to the DOE will only apply in those instances wherein the quality of the U.S. produced Crude Oil being delivered to the Government is above or below that of the U.S. produced Crude Oil assay(s) submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9.

c. The allowable variations from the contracted quality are as follows:

<table>
<thead>
<tr>
<th>Quality Characteristics</th>
<th>Sour</th>
<th>Sweet</th>
</tr>
</thead>
<tbody>
<tr>
<td>API° Gravity</td>
<td>+/- 0.5</td>
<td>+/- 0.5</td>
</tr>
<tr>
<td>Sulfur - Mass, %</td>
<td>+/- 0.10</td>
<td>+/- 0.10</td>
</tr>
</tbody>
</table>

d. Monetary adjustments will be used to settle the quality differentials on U.S. produced Crude Oil delivered to the SPR sites based on the following rates:

(1)  API Gravity (Sweet and Sour): Quality price adjustments will be applied to the amount of variation by which the API gravity of the U.S. produced Crude Oil delivered differs by more than plus or minus five-tenths of one degree API (+/- 0.5° API) from the API gravity of U.S. produced Crude Oil assay(s) submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9. Adjustment for U.S. produced Crude Oil will be in accordance with the GravCap table (Exhibit C.2). This will be on a per cargo basis.

(2)  Sulfur (Sweet and Sour): Quality price adjustments will be applied to the amount of variation by which the Sulfur mass percent of the U.S. produced Crude Oil delivered differs by more than plus or minus one-tenth of one percent of total Sulfur (+/- 0.10%) from the total Sulfur of U.S. produced Crude Oil assay(s) submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9. Adjustment for U.S. produced Crude Oil will be in accordance with the GravCap table (Exhibit C.2). This will be on a per cargo basis.
**EXAMPLE: Quality Adjustment**

<table>
<thead>
<tr>
<th></th>
<th>SOUR</th>
<th>SWEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>API Gravity - Awarded bbls</td>
<td>35.8°</td>
<td>35.8°</td>
</tr>
<tr>
<td>API Gravity - Delivered bbls</td>
<td>38.2°</td>
<td>38.0°</td>
</tr>
<tr>
<td>API Gravity - Quality Variance</td>
<td>2.4°</td>
<td>2.2°</td>
</tr>
<tr>
<td>Allowable Variance</td>
<td>±0.5°</td>
<td>±0.5°</td>
</tr>
<tr>
<td>Excess Variance - API Gravity</td>
<td>1.9°</td>
<td>1.7°</td>
</tr>
<tr>
<td>API Gravity $ Adjustment per bbl</td>
<td>- 28.5¢</td>
<td>- 4¢</td>
</tr>
</tbody>
</table>

"- ¢" = SPR owes Contractor  
"+ ¢" = Contractor owes SPR

<table>
<thead>
<tr>
<th></th>
<th>SOUR</th>
<th>SWEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfur Wt% - Awarded bbls</td>
<td>1.33%</td>
<td>0.33%</td>
</tr>
<tr>
<td>Sulfur Wt% - Delivered bbls</td>
<td>1.46%</td>
<td>0.39%</td>
</tr>
<tr>
<td>Sulfur Wt% - Quality Variance</td>
<td>0.13%</td>
<td>0.06%</td>
</tr>
<tr>
<td>Allowable Variance</td>
<td>±0.10%</td>
<td>±0.05%</td>
</tr>
<tr>
<td>Excess Variance - Sulfur Wt%</td>
<td>0.03%</td>
<td>0.01%</td>
</tr>
<tr>
<td>Sulfur Wt% $ Adjustment per bbl</td>
<td>+3¢</td>
<td>+1¢</td>
</tr>
</tbody>
</table>

"- ¢" = SPR owes Contractor  
"+ ¢" = Contractor owes SPR

<table>
<thead>
<tr>
<th></th>
<th>SOUR</th>
<th>SWEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Quality $ Adjustment per bbl</td>
<td>- 25.5¢</td>
<td>- 3¢</td>
</tr>
</tbody>
</table>

The quality adjustment owed to the either the SPR or Contractor shall be paid in U.S. Dollars and adhere to all conditions of payment as noted in section G.2.

e. There is a limit of 0.1% freewater on delivery to the SPR as measured either by Contractor's shore tank or on the vessel prior to discharge into tanks designated for DOE receipts. The inspector’s gauges, witnessed by the DOE representative, either on the vessel at the dock facility or terminal shore tank, will be the method used to determine the final free water barrel amount. This clause is effective in conjunction with the Water and Sediment [Vol.%] maximum limit of 1.0% as stated in Exhibit C-1; e.g., a 500,000 barrel U.S. produced Crude Oil delivery to the SPR is limited to 1.0% S&W (5,000 barrels), of which a maximum of 0.1% (500 barrels) can be freewater.
Contractor is responsible for all costs associated with removal of excess freewater. Exceeding the freewater limitations specified herein will result in the cargo being rejected.

f. If the Crude Oil being delivered to the SPR is outside the contractual limits and is determined to be unacceptable, the Government reserves the right to return the delivered Crude Oil, at the contractor’s expense, to the vessel for marine receipts or to the Crude Oil tankage for pipeline receipts.

B.9 REQUEST(S) FOR SUBSTITUTION OF CRUDE OIL TYPES FOR DELIVERY TO SPR

After award, if the contractor requests to offer a U.S. produced Crude Oil substitution for delivery which is not in its contract, the Government will evaluate the offer to determine whether the current value of the offered (substitution) crude is less than the current value of contracted Crude Oil (or if a basket of crudes is in the contract, whether the offered Crude Oil value is less than the current value of the originally lowest-valued crude in the basket). If the Crude Oil value offered equals or exceeds the contracted oil value and the crude meets the specifications listed in Section J, Exhibit C, it will be accepted with no additional cost to the Government. If the Crude Oil offered is valued less than the contracted oil value and the Contractor agrees to lower the purchase price towards the current lowest crude value in the contract and the offered crude meets the specifications listed in Section J, Exhibit C, it will be accepted. This evaluation will be done on a case-by-case basis for each substituted crude cargo tendered for delivery and the Crude Oil will not be added automatically to the basket of contracted Crude Oils (or single crude) in the contract for future deliveries. For all requests, there will be an administrative cost of $3,500* to process the request. Furthermore, the Contractor may submit only one request for consideration for a specific delivery month. The substitution request must be in the form of a firm request and no “hypothetical” request for crude substitution will be considered. The Contractor may request that DOE consider a specific crude type in the contracted basket for DOE to use in place of the originally lowest-valued crude in a substitution evaluation.

In addition, any approved substituted volume for a specific monthly delivery period shall be subject to an agreed to premium of a minimum of 90% of that volume for that period.

*The Administrative charge of $3,500 will be applied to each crude type substitution request. All Administrative charges for substitution requests, whether requests were accepted or not, will be included in the contract final reconciliation calculations.
PART I - THE SCHEDULE

SECTION C

STATEMENT OF WORK
PART I - THE SCHEDULE

SECTION C

STATEMENT OF WORK

PAGE

C.1 SCOPE OF WORK ................................................................................................................. C-1
C.1 **SCOPE OF WORK**

The Contractor shall deliver to the SPR sites up to thirty (30) million barrels of sweet and sour Crude Oil during the months of May and June, 2020. Crude Oil delivered shall comply with the SPR specifications as specified in Section J, Exhibit C. All costs associated with the delivery of Crude Oil to the SPR site shall be at the Contractor’s expense. Scheduling of deliveries shall be in accordance with Section F of this contract.
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#### SECTION E

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INSPECTION AND ACCEPTANCE

E.1 CUSTODY TRANSFER MEASUREMENTS FOR DELIVERY OF CRUDE OIL TO DOE

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a U.S. Government representative. The Contractor may witness the measurement and testing of purchased oil for its account and/or may provide, at Contractor’s expense, a Contractor’s inspector to witness the measurement and testing process. The custody transfer measurements of the purchased oil to be delivered by the Contractor to the DOE facilities will be based on the following delivery locations:

a. **Seaway Freeport Terminal #2**, Freeport, Texas for delivery to the DOE Bryan Mound site.

Primary custody transfer of quantity and quality will be based on the Seaway Freeport Terminal #2 dock meter and in-line sampler.

Secondary custody transfer quantity and quality measurements for the delivery of oil to the SPR shall be based on the Bryan Mound site meters and inline sampler. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing.

Crude Oil

The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

A sample collected from the Seaway dock certified automatic in-line sampler shall be used for quality determination. API Gravity, Sulfur, Water, and Sediment will be determined by the DOE contracted 3rd party inspection company laboratory. In the event the Freeport meters fails, the backup measurement will be the Bryan Mound site meters. In the event the Freeport inline sampler fail, the Bryan Mound inline sampler will be used for quality. For this sample, the analysis consisting of API Gravity, Sulfur, Water, and Sediment shall be performed by the DOE Bryan Mound facility and witnessed by the DOE 3rd party inspector.

Note: Samples from the vessel’s tanks will need to be tested for
contaminants prior to any receipts into Site caverns. Light Ends content will also be tested. The DOE 3rd party inspector will retrieve vessel samples upon arrival to expedite testing. Delivery and testing can take between 8-10 hours to complete. Vessel may begin discharging into the Bryan Mound Site shore tanks and will be held in tanks until all testing is approved. In the event of any delays in delivery and/or testing, Vessel may have to slow its rate and/or stop if necessary.

In the event Seaway dock personnel detect an H2S reading on the vessel at or greater than 10 ppm, vessel gauging, and sampling will not be allowed by the Terminal. In this instance, the DOE will permit sampling at the Bryan Mound site, allowing the vessel to commence discharge into Bryan Mound tanks until samples can be retrieved and tested.

In the event the terminal does not permit vessel gauging and sampling, Load Port samples will be required to expedite testing by the DOE.

Therefore, upon vessel’s arrival at the terminal dock each offeror must submit a sealed Load Port (vessel cargo tanks) sample to the DOE contracted 3rd party inspection company for preliminary testing. Load port samples are REQUIRED for all vessel cargoes to be delivered to the SPR.

**b. St. James Terminal to Bayou Choctaw**

Custody transfer quantity and quality measurements for the delivery oil to the SPR shall be based on the St. James facility meters and in-line sampler. Secondary measurement for quantity will be the Bayou Choctaw site meter and quality will be the inline sampler taken at the Bayou Choctaw site. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party inspector lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party Inspection Company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. Note: The Redstick 36” pipeline will be under Government service; therefore, tariff will not be assessed to the Contractor.

**c. Nederland/Sun to Big Hill**

Custody transfer quantity and quality measurements will be the DOE meter skid and inline sampler located in Sun Marine Terminal. Secondary measurement for quantity will be on the Sun shore tank and quality based
on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE Big Hill site laboratory and witnessed by the DOE M&O contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

d. **Phillips 66 at Beaumont to Big Hill**

Custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. Secondary custody transfer quantity and quality measurements will be the Phillips 66 delivery shore tank gauges and tank composite sample for deliveries into the Big Hill pipeline. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party inspector lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

e. **Zydeco-Shell 20” Pipeline to Big Hill**

Primary custody transfer quantity measurements will be based on the DOE Big Hill site meters for deliveries into the Big Hill pipeline. Custody transfer quality measurements (API Gravity, Sulfur, and Sediment and Water) shall be based on the Zydeco-Shell 20” pipeline designated manual grab sampler station for deliveries into the DOE Big Hill pipeline. The API Gravity, Sediment and Water, and Sulfur content will be performed by the Big Hill site laboratory and witnessed by the DOE M&O contracted third party inspector. Secondary custody transfer quantity will be based on the Zydeco-Shell 20” designated meter and in-line sampler. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

f. **Nederland/Sun to West Hackberry**
Custody transfer quantity and quality measurements will be the DOE meter skid and sampler located in Sun Marine Terminal deliveries into the West Hackberry pipeline. Secondary measurement for quantity will be on the down-gauge on the Sun shore tank and quality based on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE Big Hill laboratory and witnessed by the DOE M&O contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

g. **Zydeco-Shell 22” Pipeline to DOE LCMS (West Hackberry)**

Custody transfer quantity and quality measurements will be the DOE LCMS site meters and sampler for deliveries into the DOE LCMS. Secondary measurement for quantity will be at the West Hackberry meter and quality based on grab samples taken at the LCMS. The API Gravity, Sediment and Water, and Sulfur content will be performed by the West Hackberry site lab and witnessed by the DOE M&O contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

### E.2 CRUDE OIL QUALITY DETERMINATION

a. Upon vessel arrival at a discharge terminal but prior to discharge, the ship’s composite tank sample shall be tested and verified by a DOE M&O contracted facility for API Gravity and S&W by Centrifuge to allow commencement of discharge.

b. The quality of the Crude Oil that is delivered by the Contractor to the DOE will be determined from samples taken, in order of preference, (1) from a representative sample collected by an automatic sampler whose performance has been proven in accordance with the API Manual of Petroleum Measurement Standards, Chapter 8 Section 2, Automatic Sampling of Petroleum and Petroleum Products (ASTM D4177), latest edition; or (2) from the Contractor’s tankage in accordance with API Manual of Petroleum
Measurement Standards, Chapter 8 Section 1, Manual Sampling of Petroleum and Petroleum Products (ASTM International (ASTM) D4057), latest edition; or (3) from a representative vessel composite sample obtained in accordance with the API Manual of Petroleum Measurement Standards Chapter 17 – Marine Measurement, Section 2 – Measurement of Cargoes On Board Tank Vessels. Preference will be given to samples collected by means of an automatic sampler when such a system is available and operational.

All methods above shall be in accordance with the latest API/ASTM standards and methods. If the measurements are determined by the DOE M&O’s contracted 3rd inspection company to be inaccurate or not to represent the volume delivered by the Contractor, the subsequent order of preference method, as stated above, shall apply.

c. If the Crude Oil tendered for delivery to the DOE does not meet the Crude Oil specifications as provided in Section J, Exhibit C (Paragraph B.8(d) may be applicable), the Government reserves the right to refuse the acceptance of the delivery.

d. The custody transfer quality/quantity oil analysis shall be performed by the DOE site lab or M&O’s contracted third party inspection company lab as described in E.1 and shall be documented as the official measurements of record. The Contractor may request a representative portion of the custody transfer sample for their internal purposes, but any varying analysis results obtained by the Contractor shall not be binding on the Government nor override the Government’s official measurements of record. The Contractor or his representative may, at its option, arrange to witness and verify testing simultaneously with the DOE M&O’s contracted third party inspection company’s lab. Such services, however, will be for the account of the Contractor. Should the Contractor opt not to witness the testing, then the Government findings will be binding on the Contractor.

e. For pipeline deliveries of Crude Oil to the SPR storage site, the Contractor shall ensure that the commercial pipeline carriers provide DOE M&O’s contracted third party inspection company access to the pipeline facilities for the obtaining of Crude Oil samples.

NOTE: Any additional costs (including overtime) charged by the pipeline carrier which are directly associated with the Government sampling requirement shall be the responsibility of the Contractor.
E.3 CRUDE OIL QUANTITY DETERMINATION

a. The quantity of the Crude Oil that is delivered by the Contractor to the DOE will be determined, in order of preference, (1) by delivery meter in accordance with the API Manual of Petroleum Measurement Standards, Chapters 5 – Metering Section 3 – Measurement of Liquid Hydrocarbons by Turbine Meters; or (2) by opening and closing tank gauges (with adjustment for opening and closing free water and Sediment and Water tests as determined from shore tank samples; or (3) by vessel ullage measurements with qualified VEF in accordance with API Manual of Petroleum Measurement Standards Chapter 17 – Marine Measurement. All volumetric measurements will be corrected to net standard volume in barrels at 60°F, using the API Manual of Petroleum Measurement Standards, Chapter 11.1, Volume 1, Volume Correction Factors (ASTM D1250) (IP 200); Table 5A-Generalized Crude Oils, Correction of Observed API Gravity to API Gravity at 60°F; Table 6A-Generalized Crude Oils, Correction of Volume to 60°F Against API Gravity at 60°F, latest edition, and by deducting the tank’s free water, and the entrained Sediment and Water as determined by the testing of composite all levels samples taken from the delivery tanks.

b. The quantity measurements shall be performed and certified by the Government’s responsible party for delivery operations, and witnessed by the DOE M&O’s contracted third party inspection company at the delivery point. The Contractor may, at its option, have representatives present at the gauging/metering, sampling, and testing. Should the Contractor arrange for additional inspection or testing services, such services will be for the account of the Contractor, and any results obtained by the Contractor shall not be binding on the Government. Should the Contractor not arrange for additional services, then the Government’s quantity determination shall be binding on the Contractor.
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DELIVERIES OR PERFORMANCE

F.1 SCHEDULING OF CRUDE OIL MOVEMENTS

a. For all deliveries for the month of May and June, the Contractor shall nominate a delivery program to the DOE not later than April 2, 2020. The Government will respond to the Contractor not later than 5 business days of submittal, confirming the schedule as originally submitted or proposing alterations. The Contractor shall confirm nominations with the DOE via email using the form included in Section J, Exhibit H.

b. For marine deliveries, the Contractor shall make necessary arrangements with the commercial terminals connected to the DOE. The nomination will include a five-day delivery window for each cargo, the type of oil, and the approximate delivery volume. Certain restrictions may apply if the total volume to be delivered to the SPR precludes the availability of five-day delivery ranges for all of the cargoes. In this case, the Contractor’s five-day delivery ranges will be proportionately reduced. The delivery time allotted to each Contractor during the month shall be limited to each Contractor’s percentage volume of the total volume scheduled by the SPR for the month. Delivery program nominations received by DOE subsequent to the required time period will be handled by DOE on a first-come first-served basis. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.

(1) No later than seven calendar days prior to the delivery month, the Contractor shall narrow the five-day delivery range to a three-day delivery window and nominate the name of the vessel, the vessel quality data, the expected date of arrival, and the volume to be delivered. The DOE will accept or reject the nomination, without prejudice, and advise the Contractor within one calendar day of the disposition of the vessel nominated. Due to SPR receipt capabilities as defined in Section B.6.a and possible scheduling conflicts, certain limitations may be applied to the accepted three-day delivery windows. A Contractor may be required to modify the three-day
delivery window nomination to an alternate period within the established five-day delivery range.

(2) The Contractor, or its designated agent, will provide pre-arrival notices 72 hours, 48 hours and 24 hours prior to discharge to both the DOE and the discharge terminal.

c. For pipeline deliveries, the Contractor shall make necessary arrangements with the commercial pipelines connected to the DOE or its interconnecting pipelines. Nomination information regarding these deliveries will be provided to the DOE not later than five days prior to the month in which deliveries will be made.

d. The Contractor shall be responsible for meeting all delivery requirements imposed by the commercial facilities, including complying with the rules, regulations and procedures contained in applicable port/terminal manuals, pipeline tariffs, or other applicable documents.

e. If there is a conflict between vessel schedules submitted in accordance with paragraph F.1.a., and pipeline schedules submitted in accordance with paragraph F.1.b., the Government will resolve in favor of the pipeline schedule.

f. Whenever an inspector and/or loss control representative is appointed by the Contractor to witness the delivery operation (gauging, sampling, testing, etc.), written notification shall be provided to the DOE, no later than 72 hours prior to the scheduled date of each applicable cargo delivery to the DOE.

g. Absence of the name(s) of a Contractor’s inspector and/or representative on the delivery documentation constitutes acceptance by the Contractor of the delivery quantity and quality as determined by the DOE and/or its representative(s).

h. The Contractor is solely responsible for making the necessary arrangements with terminals and pipeline carriers, including tankage, to achieve any minimum rate/quantity required by connecting commercial facilities to ensure Crude Oil deliveries are made to DOE delivery location.

i. Because this is considered a domestic move, the Jones Act, 46 U.S. C. § 55102 Transportation of Merchandise, is the determinative maritime transportation law.

If, for any reason, such as an emergency, cancellation, or other contingency
requires that the cargo to be sourced from other than a point in the U.S., or delivered to a location other than a point in the U.S., the international Cargo Preference Laws apply. Specifically, such a movement would activate the following contract clauses, which include:

FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels—requires a minimum of 50% of the cargo by gross tonnage to be shipped on U.S.-flag vessels; and if the acquisition is made for the stated or eventual use of the Department of Defense, contract clause FAR 52.247-64 Alternate II applies, which stipulates that 100% of the cargo must be shipped on U.S.-flag vessels.

For questions, you may contact the Maritime Administration, Office of Cargo & Commercial Sealift, Mr. Lalit Raina at (202) 366-2314 or Mr. Tony Padilla at (202) 366-7045.

j. The Contractor’s vessel agent, who will be nominated for approval by the DOE, will be responsible for providing the DOE with full delivery information for all Crude Oil deliveries, to include but not limited to, the load quantity/quality, departure timeframes and all pertinent data. The Contractor or Contractor’s vessel agent shall provide to DOE, upon DOE request, the following load port Crude Oil quality results prior to vessel arrival at discharge port: API Gravity, Sulfur, Sediment, and Water. Additionally, pre-arrival information shall be provided regarding ETAs and any special delivery requirements that may affect the expedient discharge of the vessel. Upon arrival at the discharge port, the Contractor or Contractor’s vessel officer shall provide a vessel load port sample to the DOE third party inspector.

k. Due to varying conditions of vessel delivery and shipping or pipeline transmission, the quantity actually delivered may vary by +/-5 percent for each shipment. However, in accordance with Section B.6 and B.7, the Contractor shall engage sufficient transportation capacity during the month’s scheduled deliveries in order to insure that the total contracted quantity will be delivered, without exceeding the agreed upon quantity.

F.2 DELIVERY AND RECEIPT DOCUMENTATION OF CRUDE OIL

The quantity and quality determination of the Crude Oil delivered by the Contractor shall be documented on the Material Inspection and Receiving Report (DD Form 250 for pipeline and vessel receipts (DD250-1), see Section J, Exhibit D for a sample of the form. Copies of the completed DD Form 250, with applicable supporting documentation (i.e., metering or tank gauging tickets and appropriate
calculation worksheets), will be furnished to the Contractor and/or the Contractor’s authorized representative after completion of delivery for signature agreeing to the quantity and quality of crude delivered. Marine Bills of Lading or Pipeline Statements identifying crude type shipped shall also be provided by the contractor.

F.3 PERIOD OF PERFORMANCE

a. The window for Crude Oil deliveries to the SPR site is May 1 through June 30, 2020, depending on months awarded. Requests for early deliveries are encouraged and will be accommodated to the maximum extent possible on a best efforts basis, terms to be negotiated. Preference for delivery ranges will be given to those Contractors who were awarded the highest volume of Crude Oil, in descending order, at each SPR receiving terminal/site, except that conflicts between marine and pipeline schedules will be resolved in favor of pipeline deliveries. Nominations received subsequent to due date (reference section F.1.a) will negate the order of preference and will be scheduled on available basis. All deliveries must be completed on or before June 30, 2020.

b. DOE will consider a bilateral contract modification (supplemental agreement) canceling further deliveries under the contract where the offeror can demonstrate that such modification benefits, financially or otherwise, the producer(s) supplying crude oil pursuant to the contract.
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CONTRACT ADMINISTRATION DATA

G.1 DOE SPR CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall be subject to the following procedures:

Correspondence from the Contractor shall be submitted to the Contracting Officer, the contract specialist, the Technical Representative (TR), Alternate Technical Representative and FFPOCOL in an electronic format to the email addresses provided below.

a. Contracting Officer’s email address is:

   Kelly Gele
   Kelly.Gele@spr.doe.gov
   (504) 734-4343

b. The Contract Specialist’s email address is:

   Mary Roark
   Mary.Roark@spr.doe.gov
   (504) 734-4195

   Alternate Technical Representative’s email address is:

   Christopher Roark
   Christopher.Roark@spr.doe.gov
   (504) 734-4134
   (504) 638-8372 cell

   Alternate Technical Representative’s email address is:

   Racheal Baldwin
   Racheal.Baldwin@spr.doe.gov
   (504) 734-4238
   (504) 273-8758 cell

d. FFPOCOL@spr.doe.gov
G.2 BILLING INSTRUCTIONS

The Contractor must submit vouchers electronically through the Oak Ridge Financial Service Center’s (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage.
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials.
- Immediately interfacing vouchers to DOE’s accounting system saving several days of mail and manual processing time.
- Decreasing potential errors caused by manual input.
- Facilitating the prompt payment of vouchers.

To obtain access to and to use VIPERS, please visit the web page at https://vipers.doe.gov.

Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

The DOE will make invoice payments under the terms and conditions specified in the contract by the 30th calendar day after the designated billing office receives a proper invoice from the Contractor. The Government considers payment as being made on the date of an electronic funds transfer (EFT).

A proper invoice must include the following:

- Company name
- Department of Energy contract number
- Invoice number
- Delivery date
- Crude type
- Name(s) of U.S. producer(s) from which the crude was sourced
- Shipped via (pipeline or vessel name)
- Terminal location
- DD Form 250 (copy)
- Quantity (barrels)
- Unit price (USD)
- Total amount due (USD)
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SPECIAL CONTRACT REQUIREMENTS

H.1 TITLE TO CRUDE OIL

a. Title to the Crude Oil delivered to the SPR will be transferred to the DOE at the custody transfer measurement locations listed in Section E.1.

b. The DOE shall have the right to reject any Crude Oil which, when tendered for delivery, may be involved in litigation, or the title of which may be in dispute. Also, the DOE may require of the Contractor satisfactory evidence of the Contractor’s perfect and unencumbered title or satisfactory indemnity bond. The Contractor warrants and guarantees that it has good title thereto to the Crude Oil being provided to the DOE.

H.2 NATIONAL AND OPERATIONAL EMERGENCIES

Crude Oil deliveries to the DOE may be rescheduled or redirected upon the determination of a national or DOE operational emergency. A negotiated adjustment to the contract will be made as a result of this direction if warranted.
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CONTRACT CLAUSES

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Application of FAR and DEAR Clauses is incorporated by reference as explained in FAR 52.252-2. Subsequent changes to FAR and DEAR are not applicable to this contract unless incorporated by Contract Modification. Additional information required by certain clauses is provided below.

I.1 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) By Reference

I.2 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) By Reference

I.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2020) Full Text
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CONTRACT CLAUSES

I.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)


(5) (Reserved)


[ ] (10) (Reserved)


[ ] (ii) Alternate I (NOV 2011) of 52.219-3.

[ ] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (ii) Alternate I (JAN 2011) of 52.219-4.

[ ] (13) (Reserved)

  (ii) Alternate I (NOV 2011).

  (iii) Alternate II (NOV 2011).


  (ii) Alternate I (OCT 1995) of 52.219-7.

  (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

  (ii) Alternate I (NOV 2016) of 52.219-9.

  (iii) Alternate II (NOV 2016) of 52.219-9.

  (iv) Alternate III (NOV 2016) of 52.219-9.

  (v) Alternate IV (AUG 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).


[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Own Small Business Program (DEC 2015) (15 U.S.C. 637(m)).


[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).


[ ] (ii) Alternate I (FEB 1999) of 52.222-26.


[ ] (ii) Alternate I (JUL 2014) of 52.222-35.


[ ] (ii) Alternate I (JUL 2014) of 52.222-36.


[ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.


[ ] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[ ] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).


[ ] (ii) Alternate I (JAN 2017) of 52.224-3.


[ ] (ii) Alternate I (MAY 2014) of 52.225-3.

[ ] (iii) Alternate II (MAY 2014) of 52.225-3.

[ ] (iv) Alternate III (MAY 2014) of 52.225-3.


[X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


[ ] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).


[ ] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


[ ] (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).


[ ] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

[ ] (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).


[ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

1. The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

2. The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

3. As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


   (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor
provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).


(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).


( B) Alternate I (JAN 2017) of 52.224-3.


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)
PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

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SECTION J.A

EXHIBIT A

OFFER FORM
EXHIBIT A

OFFER FORM

<table>
<thead>
<tr>
<th>SPR Site(s)*</th>
<th>Volume Offered</th>
<th>Crude Oil Type</th>
<th>“Δ”</th>
<th>API Gravity</th>
<th>Sulfur % Weight</th>
<th>Delivery Mode/Location**</th>
<th>Delivery Month</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

THIS OFFER SHALL REMAIN VALID UNTIL: ____________________________.

*SPR Site Code: BM = Bryan Mound  BH = Big Hill  WH = West Hackberry  BC = Bayou Choctaw

**Delivery Modes: P/L = Pipeline  US = U.S. Flag Ocean going Tankership  FF = Foreign Flag Tankership  B = Barge

**Location: Freeport Terminal  Nederland Terminal  S. James Terminal  LCMS (WH)  P66 at Beaumont  Zydeco (BH)

NOTES:
1) If multiple basket crude(s) are used in an offer, each crude and its API and Sulfur must be listed individually. A single “Δ” value shall be used for each basket.
SECTION J.B

EXHIBIT B

CONTRACT FORM
EXHIBIT B

CONTRACT FORM

This contract is entered into by and between the United States of America, hereinafter called the “Government,” represented by the Contracting Officer executing this contract and the Contractor below identified. The Contractor agrees to make available the Crude Oil to the Government SPR Site(s) in the volume amount identified below and the Government agrees to make payment in accordance with the terms and conditions of this contract.

<table>
<thead>
<tr>
<th>SPR SITE(S)</th>
<th>TOTAL CONTRACTED VOLUME</th>
<th>CRUDE OIL TYPE</th>
<th>“Δ” API Gravity</th>
<th>SULFUR % MASS</th>
<th>DELIVERY MODE/LOCATION</th>
<th>DELIVERY MONTH</th>
</tr>
</thead>
</table>

Total Contract value shall not exceed $  

Accounting & Appropriation Data:

<table>
<thead>
<tr>
<th>EXECUTION BY CONTRACTOR</th>
<th>EXECUTION BY GOVERNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE (Day, Month, Year)</td>
<td>UNITED STATES OF AMERICA</td>
</tr>
<tr>
<td>NAME OF CONTRACTOR</td>
<td>DATE:</td>
</tr>
<tr>
<td>ADDRESS (Street, City, State &amp; Zip Code) (Type or Print)</td>
<td>NAME AND TITLE OF CONTRACTING OFFICER</td>
</tr>
</tbody>
</table>

INTERNET ADDRESS

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under Signature)

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under Signature)

Contracting Officer

U. S. Department of Energy
Acquisition and Sales Division
Strategic Petroleum Reserve
SECTION J.C-1

EXHIBIT C-1

SPR CRUDE OIL SPECIFICATIONS
## EXHIBIT C-1

### STRATEGIC PETROLEUM RESERVE CRUDE OIL SPECIFICATIONS

(SPRO JULY 2015)\(^{e1}\)

<table>
<thead>
<tr>
<th>CHARACTERISTIC</th>
<th>SOUR</th>
<th>SWEET</th>
<th>PRIMARY ASTM TEST METHOD (^b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>API Gravity () (^{\circ})API</td>
<td>30-45</td>
<td>30-45</td>
<td>D1298 or D5002</td>
</tr>
<tr>
<td>Total Sulfur [Mass %], max.</td>
<td>1.99</td>
<td>0.50</td>
<td>D4294</td>
</tr>
<tr>
<td>Pour Point (^{\circ})C, max.</td>
<td>10</td>
<td>10</td>
<td>D97</td>
</tr>
<tr>
<td>Salt Content [Mass %], max.</td>
<td>0.050</td>
<td>0.050</td>
<td>D6470</td>
</tr>
<tr>
<td>Viscosity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>([cSt @ 15.6^{\circ})C], max.</td>
<td>32</td>
<td>32</td>
<td>D445</td>
</tr>
<tr>
<td>([cSt @ 37.8^{\circ})C], max.</td>
<td>13</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Reid Vapor Pressure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>([kPa @ 37.8^{\circ})C], max.</td>
<td>76</td>
<td>76</td>
<td>D323 or D5191</td>
</tr>
<tr>
<td>Total Acid Number [mg KOH/g], max.</td>
<td>1.00</td>
<td>1.00</td>
<td>D664</td>
</tr>
<tr>
<td>Water and Sediment [Vol. %], max.</td>
<td>1.0</td>
<td>1.0</td>
<td>473 and D4006, or D4928</td>
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<tr>
<td>Yields [Vol. %]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Naphtha ([28-191^{\circ})C]</td>
<td>24-30</td>
<td>21-42</td>
<td>D2892 and D5236(^c)</td>
</tr>
<tr>
<td>Distillate ([191-327^{\circ})C]</td>
<td>17-31</td>
<td>19-45</td>
<td></td>
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<tr>
<td>Gas Oil ([327-566^{\circ})C]</td>
<td>26-38</td>
<td>20-42</td>
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</tr>
<tr>
<td>Residuum ([&gt;566^{\circ})C]</td>
<td>10-19</td>
<td>14 max.</td>
<td></td>
</tr>
<tr>
<td>Light Ends [Liquid Vol. %](^d), max</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methane (C(_1))</td>
<td>0.01</td>
<td>0.01</td>
<td>IP344 or ITM 6008</td>
</tr>
<tr>
<td>Ethane (C(_2))</td>
<td>0.1</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Propane (C(_3))</td>
<td>1.0</td>
<td>1.0</td>
<td></td>
</tr>
</tbody>
</table>

\(^{e1}\) This revision includes a limitation on light ends content (see Footnote \(^d\)).

\(^a\) Marketable crude petroleum suitable for normal refinery processing and free of foreign contaminants or chemicals including, but not limited to, pour point depressants, chlorinated and oxygenated hydrocarbons, and lead.

\(^b\) Alternate methods may be used if approved by the contracting officer.

\(^c\) D 7169 data may be provided in requesting conditional acceptance of a Crude Oil. Distillation data according to D 2892 and D 5236 will still be necessary for final qualification of a Crude Oil’s acceptance.

\(^d\) Light ends content specifications are interim and will be superseded if and when industry standards for light ends evaluation are implemented.
NOTE 1: The Strategic Petroleum Reserve reserves the right to refuse to accept any Crude Oil which meets these specifications but is deemed to be incompatible with existing stocks, or which has the potential for adversely affecting handling.

NOTE 2: The acceptability of any Crude Oil depends upon any assay typical of current production quality of the stream. Assays typical of current production quality are mandatory for any Crude Oil not received by the SPR within the last three years. Any Crude Oil offered to the Strategic Petroleum Reserve that meets these specifications may be subject to additional testing for acceptance.

NOTE 3: All Crude Oil shipments received by the SPR are tested to ensure they meet specifications. Crude streams found consistently not meeting required specifications will be removed from the list of acceptable Crude Oils.

NOTE 4: All Crude Oil shipments received by the SPR pursuant to this solicitation must be sourced from U.S. producers employing fewer than 5,000 employees among all of its affiliated, subsidiary, and parent companies.
SECTION J.C-2

EXHIBIT C-2

GravCap Tables for Quality Adjustment
# GRVCP, INC.
## ADJUSTMENT AUTHORIZATION

### TABLES OF DIFFERENTIALS FOR USE IN DETERMINING ADJUSTMENTS FOR DIFFERENCE IN GRAVITY OF CRUDE PETROLEUM

WHITE CAP SYSTEM - BONITO PIPE LINE COMPANY - SHIP SHOAL SYSTEM - CAPLINE SYSTEM

<table>
<thead>
<tr>
<th>API GRAVITY</th>
<th>DIFF. PER BBL</th>
<th>API GRAVITY</th>
<th>DIFF. PER BBL</th>
<th>API GRAVITY</th>
<th>DIFF. PER BBL</th>
<th>API GRAVITY</th>
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<td>2.165</td>
<td>22.1</td>
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<td>3.080</td>
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<td>22.3</td>
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GRAVCAP, INC.
ADJUSTMENT AUTHORIZATION

Table: Tables of Differentials for Use in Determining Adjustments for Difference in Sulfur Content for Crude Petroleum

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SECTION J.D

EXHIBIT D

MATERIAL INSPECTION AND RECEIVING REPORT
DD FORM 250 and DD FORM 250-1
DD FORM 250
### MATERIAL INSPECTION AND RECEIVING REPORT

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4321, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), 400 Seventh Street NW, Washington, DC 20503. Respondents should be advised that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONFORMED IN THE DFARS APPENDIX F-481.

### 1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.
   - ORDER NO.
   - INVOICE NO./DATE

### 2. SHIPMENT NO.
   - DATE SHIPPED

### 3. B/L
   - TCN

### 4. SHIPMENT FROM
   - CODE

### 5. SHIPMENT TO
   - CODE

### 6. SHIPMENT FROM
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### 14. SHIPMENT FROM
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### 15. SHIPMENT TO
   - CODE

### 16. STOCT/PART NO.
   - DESCRIPTION

### 17. QUANTITY
   - NET @ 60° F.
   - GROSS

### 18. UNIT
   - AMOUNT

### 19. CONTRACT QUALITY ASSURANCE
   - CQA
   - ACCEPTANCE
   - SHIP/REC'D *

### 20. RECEIVER'S USE
   - ORIGIN
   - DESTINATION

### 21. ORIGIN
   - DATE
   - SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

### 22. RECEIVER'S USE
   - DATE
   - SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

### 23. CONTRACTOR USE ONLY
   - COMMERCIAL TELEPHONE NUMBER

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DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

U.S. GPO 1990-0-281-056/0303

Section J, Page J-17
SECTION J.E

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION
EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

Contact for delivery information
Oil Movements Scheduling

Chuck Costanza
Fluor Federal Petroleum Operations
850 S. Clearview Parkway
New Orleans, LA  70123
Office:  504-734-4733
FAX:  504-818-5733

Alternate:  Ned Scheppegrell
Office:  504-734-4604
Cell:  504-722-6146
E-Mail  FFPOCOL@SPR.DOE.GOV

(i)  Sun Marine Terminal, Nederland, TX

Mike Birkett, Director - Operations (409) 721-4404
Joshua McQueen-Sr. Manager (409) 721-4819
Troy Gayer-Sr. Account Rep, (409) 721-4822
Bill Wheeler, Manager, Nederland Scheduling (409) 721-4813
Control Room (409) 721-4845
Marine Scheduler (409) 721-4812
Pipeline Scheduler (409) 721-4823
Shift Supervisor (409) 720-7972

(ii)  Shell Pipeline Company (Shell tie-in @ LCMS and Big Hill)

John McMahon, Oil Movement Scheduler
O(832) 337-8555
C(281) 216-2618
Eric Strodtbeck, Scheduler
O(832) 337-0267
C(281) 416-3946

(iii)  Enterprise Products

Scheduling
Andrew Schikal, Director, Onshore Crude Scheduling & Distribution (713) 381-6713
Micah Bedard – Manager, Daily Scheduling (713) 381-4307
Justin Shobe – Supervisor, Daily Scheduling (713) 381-4557

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Sam Caplan, Seaway Daily Scheduler (713) 381-4707
Patrick Batts, Seaway Daily Scheduler (713) 381-6865
Kyle Price, Texas City Daily Scheduler (713) 381-6205
Steven Owens, Supervisor, Monthly Distribution (713) 381-4250
Chamesha Randall, Coordinator, Distribution (713) 381-5861

Field Management

Billy Yeung, Area Manager, South Texas/Jones Creek/Freeport/Texas City (713) 852-6005
John Hazley, Superintendent, Operations, Freeport/Texas City (979) 237-6756
Chris Yorgensen, Pipeline Supervisor, Jones Creek (979) 230-7308, Texas City (409) 949-3706
Chase Nelson, Pipeline Supervisor, Texas City (409) 949 3706
Mike Retif, Area Manager, ECHO, Rancho, Eagleford (713) 852-6003

(iv) Exxon Mobil Pipeline

Steve Gluth, Business Development (832) 624-2738 O (224) 343-3560 C

(v) Phillips 66 (Beaumont Terminal) Nederland, TX

Mike Mott, Team Lead, Beaumont Scheduling O(409) 724-3337 C(281) 660-2247
Mark Maxwell, Products Scheduling O(409)724-3288 C(409)724-3209
Johnny Gaw, Crude Pipeline Scheduler O(409)724-3232 C(832) 358-5831
Peggy Smith, Crude Ship Scheduler O(409)724-3232 C(281)235-2936
EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

SEAWAY ENTERPRISE FREEPORT TERMINAL

LOCATION: Brazoria County, Texas (three miles southwest of Freeport, Texas on the Old Brazos River, four miles from the sea buoy)

CRUDE OIL STREAMS: Bryan Mound Sweet and Bryan Mound Sour

DELIVERY POINTS: Seaway Terminal marine dock facility number

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

TANKSHIP DOCKS: 2 Docks: The terminal berth complex consists of one finger pier which has two tanker berths: Berth #2 and Berth #3.

MAXIMUM LENGTH

OVERALL (LOA): Docks 2 and 3 - 820 feet (up to 900 feet with pilot approval)

MAXIMUM BEAM: Docks 2 and 3 - 145 feet

MAXIMUM DRAFT

The Brazos Harbor Pilots’ “Freeport Harbor Basic Operating Procedures” limits size of vessel entering Freeport harbor. Vessels greater than 820 feet LOA and 145 feet beam are not allowed to enter unless with prior approval of the Brazos Harbor Pilots. The deepest allowable draft is 42 feet. Normally required keel clearance is 3.0 feet. Maximum allowable speed in the channel is 6.0 knots. Vessels in excess of the above limitations may be handled on a “per job” basis if prior approval has been obtained from the Brazos pilots.

BARGE LOADING CAPABILITY:

Fuel Barges are allowed on Berth 1 to supply MDO and HFO for terminal bunkering system. This is arranged by a ConocoPhillips representative.

OILY WASTE RECEPTION FACILITIES:

The terminal is required by US Coast Guard regulations to provide waste reception for oily wastes in connection with the Certificate of Adequacy (COA). At the time of publishing, two mobile waste reception companies provide waste removal services. Any vessel requiring oily waste disposal shall advise the terminal a minimum of (24) twenty-four hours prior arrival at the sea buoy.
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

The terminal, by regulation, is not required to provide such services if receipt of the ship’s original notification is less than 24 hours prior arrival. All costs associated with this service shall be for the account of the requesting party, and billed to the party’s local agent.

CUSTOMARY ANCHORAGE:

Normal

The Normal anchorage for vessels awaiting clearance to enter the port or for a pilot is 1.5 miles south of the “FP” buoy in approximately 55 feet water depth. Masters should refer to DMA chart #11321 and USCP #5.

Winter

The Safe anchorage for vessels waiting to enter the port in adverse condition is 2.0 miles south of the “FP” buoy.
EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

SUNOCO LOGISTICS TERMINAL

LOCATION: Nederland, Texas (on the Neches River at Smiths Bluff in southwest Texas, 34.6 nautical miles from the bar)

CRUDE OIL STREAMS: West Hackberry Sweet and West Hackberry Sour / Big Hill Sweet and Big Hill Sour

DELIVERY POINTS: Sun Terminal marine dock facility and Sun Terminal connections to local commercial pipelines

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

TANKSHIP DOCKS: 5 Docks: Nos. 1, 2, 4 and 5

MAXIMUM LENGTH OVERALL (LOA):

<table>
<thead>
<tr>
<th>Dock</th>
<th>LOA</th>
<th>Beam</th>
<th>Max DWT</th>
<th>Draft</th>
<th>Air Draft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ship Dock 1</td>
<td>875'</td>
<td>137'</td>
<td>85,000</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>Ship Dock 2</td>
<td>1000'</td>
<td>174'</td>
<td>150,000</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>Ship Dock 4</td>
<td>1000'</td>
<td>174'</td>
<td>150,000</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>Ship Dock 5</td>
<td>900'</td>
<td>150'</td>
<td>150,000</td>
<td>40'</td>
<td>136'</td>
</tr>
</tbody>
</table>

Sabine Pilot – Daylight Transit Restrictions

<table>
<thead>
<tr>
<th>LOA</th>
<th>Beam</th>
<th>DWT</th>
</tr>
</thead>
<tbody>
<tr>
<td>875'</td>
<td>125'</td>
<td>85,000</td>
</tr>
</tbody>
</table>

Vessels that meet or exceed these restrictions must transit during daylight hours only.
EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

BARGE LOADING CAPABILITY:

<table>
<thead>
<tr>
<th>Dock</th>
<th>LOA</th>
<th>Beam</th>
<th>Max DWT</th>
<th>Draft</th>
<th>Air Draft</th>
</tr>
</thead>
<tbody>
<tr>
<td>A dock</td>
<td>300'</td>
<td>150'</td>
<td>n/a</td>
<td>15'</td>
<td>136'</td>
</tr>
<tr>
<td>B dock</td>
<td>300'</td>
<td>150'</td>
<td>n/a</td>
<td>15'</td>
<td>136'</td>
</tr>
<tr>
<td>C dock</td>
<td>300'</td>
<td>75'</td>
<td>n/a</td>
<td>15'</td>
<td>136'</td>
</tr>
<tr>
<td>#1 dock</td>
<td>875'</td>
<td>137'</td>
<td>n/a</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>#2 dock</td>
<td>1000'</td>
<td>174'</td>
<td>n/a</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>Upper anchorage</td>
<td>1000'</td>
<td>150'</td>
<td>150,000</td>
<td>40'</td>
<td>136'</td>
</tr>
<tr>
<td>Lower anchorage</td>
<td>1000'</td>
<td>150'</td>
<td>150,000</td>
<td>35'</td>
<td>136'</td>
</tr>
</tbody>
</table>

OILY WASTE RECEPTION FACILITIES:

Oil waste disposal is only allowed via mobile vacuum truck before or after discharge operations and requires the area to be boomed off to contain any potential spills. All disposal operations require 24 hour advance notification and approval from the Duty Foreman.

CUSTOMARY ANCHORAGE:

There is anchorage available South of S.B. Buoy (Lat. 29 deg. 25 min. N., and Long, 93 deg. 40 min. W.) and also at Sabine Bar for (5) vessels with fresh water draft of 36 ft. or less; and short term anchorage for vessels of less than 40 ft. draft in turning basin (2 hrs.) with permission of Sabine Pilots Association. SPMT has available two anchorage location adjacent to the Terminal (known as the “Old River”) for two deep draft vessels and barges. The Upper Anchorage located in the northwestern part of the Terminal can accommodate vessels up to 40 ft. draft (MLT) and the Lower Anchorage located in the southern part of the Terminal can accommodate another vessel up to 36 ft. draft (MLT). The Lower Anchorage can also be sued by Tugs and Barges as a waiting area until they are called in to berth at the Terminal, as long as they do not interfere with any vessel in this area. Deep draft vessels are required to make arrangements with the Terminal’s Marine Scheduler for use of any of (SPMT’s) lay berths off the Island adjacent to the Terminal.
EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

**SHELL Zydeco 22-INCH/DOE LAKE CHARLES PIPELINE CONNECTION**

LOCATION: Lake Charles Upper Junction, located in Section 36, Township 10 South, Range 10 West, Calcasieu Parish, (Lake Charles) Louisiana

CRUDE OIL STREAMS: West Hackberry Sweet and West Hackberry Sour

DELIVERY POINT: Shell Zydeco 22-Inch/DOE Lake Charles Pipeline Connection

MARINE DISTRIBUTION FACILITIES: None
EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

EMPCo SUGARLAND TERMINAL

LOCATION: The Sugarland Terminal Docks #1 and #2 are located on the right descending bank of the Mississippi River at river mile marker 158.3 in St. James, Louisiana. The physical location is approximately 9 miles south of the Sunshine Bridge, just off of Hwy 18 (River Road). GPS Coordinates: 30 degrees 00’ 40” North Latitude 90 degrees 50’ 20” West Longitude

CRUDE OIL STREAMS: Bayou Choctaw Sweet and Bayou Choctaw Sour

DELIVERY POINTS: Sugarland Terminal marine dock facility, LOCAP and Capline Terminals (connections to Capline interstate pipeline system and local commercial pipelines), and Plains Pipeline

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

<table>
<thead>
<tr>
<th>TANKSHIP DOCKS:</th>
<th>2 Docks: Nos. 1 and 2 Vessel criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sugarland</td>
<td>Dock 1</td>
</tr>
<tr>
<td>LOA</td>
<td>940’</td>
</tr>
<tr>
<td>Deadweight</td>
<td>123,000</td>
</tr>
<tr>
<td>Displacement</td>
<td>104,000</td>
</tr>
<tr>
<td>Draft</td>
<td>35 ft.</td>
</tr>
<tr>
<td>Water</td>
<td>Fresh</td>
</tr>
<tr>
<td>Air Draft</td>
<td>153 ft.</td>
</tr>
</tbody>
</table>

Freeboard: Max water line to cargo manifold distance = 50 feet plus 12 feet at New Orleans gauge (or 60 feet plus 2 feet at New Orleans gauge).

BARGE LOADING CAPABILITY: Dock 1

OILY WASTE RECEPTION FACILITIES:

EXHIBIT E
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CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update must be obtained directly from terminal)

EMPCo SUGARLAND TERMINAL

FACILITIES FOR RECEPTION OF DIRTY BALLAST, CARGO SLOPS AND ENGINE-ROOM OILY WASTES:
Terminal does not facilitate nor handle these types of cargoes.

CUSTOMARY ANCHORAGE:
There are various areas of anchorage and waiting areas along the River to St. James. They can be identified through the vessel's agents and river pilots.
EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

(DOE latest information obtained from terminal. Any update
must be obtained directly from terminal)

_Phillips 66 BEAUMONT TERMINAL_

LOCATION: Beaumont Terminal, located downstream south bank of the Neches River, approximately 8 miles SE
of Beaumont, Texas

PETROLEUM STREAMS: Big Hill Sweet and Big Hill Sour

DELIVERY POINTS: Phillips 66 Beaumont Terminal No. 2 Crude Dock and connections to local commercial
pipelines

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:
TANKSHIP DOCKS: 1 Dock (No. 2)

MAXIMUM LENGTH
OVERALL (LOA): 1,020 feet
MAXIMUM BEAM: 150 feet

MAXIMUM DEADWEIGHT TONS (DWT):
Maximum DWT at Dock No. 2 is 150,000 DWT. Vessels larger than 85,000 DWT, 875 feet LOA, or 125 feet beam are restricted to daylight transit. Maximum DWT is theoretical berth handling capability; however, purchasers are cautioned that varying harbor and channel physical constraints are the controlling factors as to vessel size and they are responsible for confirming that proposed vessels can be accommodated.

BARGE LOADING CAPABILITY: None

OILY WASTE RECEPTION FACILITIES:
Facilities are available for oily bilge water and sludge wastes. Purchasers are responsible for making arrangements with the terminal and for bearing costs associated with such arrangements.

CUSTOMARY ANCHORAGE:
South of Sabine Bar-Buoy. There is an additional anchorage at the Sabine Bar for vessels with draft of 39 feet or less.
SHELL Zydeco (Houston-Houma) 20-INCH PIPELINE (SPL)

LOCATION: Jefferson County, Texas, Seven miles west and one mile north of FM 365 and Old West Port Arthur Road.

PETROLEUM STREAMS: Big Hill Sweet and Big Hill Sour

DELIVERY POINT: SPL East Houston Terminal, Exxon Junction (Channelview), Oil Tanking Junction

MARINE DISTRIBUTION FACILITIES: None
SECTION J.F

EXHIBIT F

JONES ACT
EXHIBIT F

Offerors are advised that the requirements of the “Jones Act” must be met for the marine delivery of crude oil purchased in this sale which is destined for U.S. ports. The Secretary of the Department of Homeland Security has not issued a general (‘blanket’) waiver of the ‘Jones Act’ for the marine delivery of crude oil purchased in this sale. Consequently, it is necessary for an Apparently Successful Offeror (ASO) to follow the procedures listed below for submission of a Jones Act waiver request.

Prior to seeking a waiver of the “Jones Act” under 46 U.S.C. 501, purchasers should contact the U.S. Maritime Administration (MARAD) to seek information on the availability of U.S.-flag, suitable coastwise-qualified vessels for the transportation of SPR crude oil. In the event that a “Jones Act” waiver is required, and the purchaser submits a request for a waiver, MARAD will provide information to the U.S. Department of Homeland Security regarding the availability of such vessels. If a U.S.-flag, suitable coastwise-qualified vessel is located, and the purchaser uses such vessel for the transportation of SPR crude oil, no waiver is needed.

MARAD can be contacted at:

Deputy Associate Administrator
Director of Cargo Preference and Domestic Trade
Maritime Administration
U.S. Department of Transportation
1300 New Jersey Avenue, SE
Washington, D.C. 20590
Telephone: (202) 366-4610
Fax: (202) 366-7901
And additional information related to domestic shipping is available at:

http://www.marad.dot.gov/ships_shipping_landing_page/domestic_shipping/Domestic_Shipping.htm

Unless otherwise specified in the Notice of Sale, an ASO or purchaser seeking a waiver of the "Jones Act" should submit a request by letter or electronic means, in accordance with Department of Homeland Security requirements to:

U. S. Customs and Border Protection
Office of International Trade/Regulations and Rulings Chief
Cargo Security Carriers and Restricted Merchandise Branch
U.S. Department of Homeland Security
90 K Street, N.E., 10th Floor
Washington, D.C. 20229
Telephone No. (202) 325-0215
Fax: (202) 325-0154

Purchasers should identify themselves as a purchaser of SPR crude oil.
Copies of the Jones Act waiver requests should also be sent, as appropriate, to:

(1) Deputy Associate Administrator  
Director of Cargo Preference and Domestic Trade  
Maritime Administration  
U.S. Department of Transportation  
1300 New Jersey Avenue, SE  
Washington, D.C. 20590  
Telephone: (202) 366-4610  
Fax: (202) 366-7901

(2) U.S. Department of Energy  
Deputy Assistant Secretary for  
Petroleum Reserves, FE-40  
1000 Independence Avenue, SW  
Washington, D.C. 20585  
Telephone: (202) 586-4733  
Fax: (202) 586-7919

(3) Contracting Officer, FE-4451  
Strategic Petroleum Reserve Project Management Office  
Acquisition and Sales Division  
900 Commerce Road East  
New Orleans, LA 70123  
Telephone: (504) 734-4343  
Fax: (504) 818-5343

(4) Office of the Assistant Deputy Under Secretary of Defense  
(Transportation Policy) OADUSD
EXHIBIT F continued

U.S. Department of Defense
3500 Defense Pentagon
Washington, DC  20301-3500
Telephone: (703) 601-4461 x102
Fax: (703) 601-4477
SECTION J.G

EXHIBIT G

DIAGRAMS OF DOE FACILITIES
**The following information must be provided by the contractor**

Submission Date: Click here to enter a date.  
Submission Type: Original Nomination

Contract No.: Enter Contract Number  
Contractor: Enter Contractor Name  
Address: Enter Address  
City, State, Zip

Contractor Contact Information
Primary Contact: Primary Contact Name  
Alternate: Alternate Contact Name  
Office: Office Phone  
Cell: Cell Phone  
Email: Email Address

CODR/DD250 Contractor Signatory Designee*: Signatory Designee Name  
*Designee can be contractor office personnel, 3rd party inspection company*, or chosen loss control representative*.

Office: Office Phone  
Cell: Cell Phone  
Email: Email Address  
Note: If multiple designees are to be used, please input "See Attached" and provide list to FPFOCOI@feral.doe.gov with nomination.

**Third Party Inspection Company Information**
Company: 3rd Party Inspection Company  
Contact: 3rd Party Contact Name  
Contact Ned Scheppegrell for any questions on SPR 3rd party inspection and testing.

Nomination Information and Delivery Window (additional lines on following page)

<table>
<thead>
<tr>
<th>Delivery Window</th>
<th>Pipeline/Vessel</th>
<th>Volume (MB)</th>
<th>SPR Site</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates</td>
<td>Choose an item.</td>
<td>Volume</td>
<td>Site</td>
<td></td>
</tr>
<tr>
<td>Dates</td>
<td>Choose an item.</td>
<td>Volume</td>
<td>Site</td>
<td></td>
</tr>
<tr>
<td>Dates</td>
<td>Choose an item.</td>
<td>Volume</td>
<td>Site</td>
<td></td>
</tr>
<tr>
<td>Dates</td>
<td>Choose an item.</td>
<td>Volume</td>
<td>Site</td>
<td></td>
</tr>
<tr>
<td>Total Volume:</td>
<td></td>
<td>Total Volume</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following information to be provided by SPR Operations Personnel

| Terminal Information | Custody Transfer Point  
| Terminal: TBD | TBD  
| Contact: |  
| Contact: |  
| Contact: |  

Custody Transfer Point
TBD  
Quality Point
TBD  
Quantity Point
TBD
PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>K.1</td>
<td>FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEC 2014)</td>
</tr>
<tr>
<td>K.2</td>
<td>FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)</td>
</tr>
<tr>
<td>K.3</td>
<td>OFFEROR CERTIFICATION</td>
</tr>
</tbody>
</table>
SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1  FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (DEC 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision-

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

1. PSC 5510, Lumber and Related Basic Wood Materials;
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSC 9620, Minerals, Natural and Synthetic; and

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

   (i) To restrict the free flow of unbiased information in Iran; or

   (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __________.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _________________________________________.) Each WOSB concern eligible
under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ______________________.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: ______________________.

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee
percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________________.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not
report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.: _____________________________________________

Country of Origin:_________________________________________

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause
of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.____________________________

________________________________________

________________________________________

(List as necessary)

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

________________

________________

________________

________________
Country of Origin

_________________

_________________

_________________

(List as necessary)

(g)(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_________________ _________________

_________________ _________________

_________________ _________________

(List as necessary)

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No. ____________________________________

Country of origin _____________________________

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

[]

[]

Listed Countries of Origin

[]

[]

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) [ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

   (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

   (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

   (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

   (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general
public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ] TIN: ___________________.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other ___________.

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(5) Common parent.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name ____________________.

TIN ____________________.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that-

   (i) It ___ is, ___ is not an inverted domestic corporation; and

   (ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

   (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [ ].

Immediate owner legal name: [(Do not use a 'doing business as' name)].

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [ ].

Highest-level owner legal name: [ (Do not use a 'doing business as' name)].

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: __________________________ (or mark "Unknown").

Predecessor legal name: __________________________ (Do not use a "doing business as" name).

(s) (Reserved)

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)). (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services—Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is
current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

   (A) The payment of a monetary fine or penalty of $5,000 or more; or

   (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)
K.3 OFFEROR CERTIFICATION

By submission of an offer, Offeror certifies:

1. It is a regular seller/distributor of Crude Oil; and

2. All Crude Oil shipments received by the SPR pursuant to this solicitation will be sourced from Crude Oil produced in the United States by U.S. producers employing fewer than 5,000 employees among all of its affiliated, subsidiary, and parent companies.
PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR
PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.1 FALSE STATEMENTS

Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

L.2 AMENDMENTS ISSUED TO THE SOLICITATION

(a) Any amendments issued to the solicitation will be posted to the SPR Internet at www.spr.doe.gov and through FedConnect at https://www.fedconnect.net/. Paper-form copies of amendments will not be provided. Email notifications will be provided to potential offerors who are registered in FedConnect to receive such notices. All amendments must be acknowledged in your proposal.

(b) The only method by which any term of this solicitation may be modified is by formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-proposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation.

L.3 RESTRICTION ON DISCLOSURE AND USE OF DATA

An Offeror who includes in its proposal data that it does not want disclosed to the public for any propose or used by the Government except for evaluation proposes, shall;

(a) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part; for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data

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subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(b) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.4 TIME AND DATE PROPOSALS ARE DUE, ELECTRONIC SUBMISSION

(a) Proposal shall be submitted via email to:
COVID-19oilpurchase@spr.doe.gov

Submission must be received not later than 11:00 a.m. Central Time on March 26, 2020. Offeror is responsible to verify receipt of proposal.

(b) Proposal submission by any other means is not authorized.

L.5 PROPOSAL PREPARATION INSTRUCTIONS

(a) General

Proposals are expected to conform to the solicitation and be prepared in accordance with this section. To aid in evaluation, proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. Proposal files are to be formatted in Adobe Acrobat PDF and/or Microsoft Word.

Signed Originals. Submission of electronic proposals will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the form(s). You are advised that submission of your proposal in an electronic format is required.

(b) Proposal Instruction

The proposal shall consist of the actual offer to enter into a contract to provide the desired item. It also includes required representations and certifications and other administrative information.
The proposal shall include the following (in the order listed):

(1) Cover Letter. The cover letter shall include, but not be limited to, the following:

   a) The solicitation number.

   b) The name, title, and signature of person authorized to sign the proposal (Standard Form (SF) 1449 and Section J, Exhibit B.) Proposals signed by an agent shall be accompanied by evidence of that agent’s authority. This individual must have the authority to commit the Offeror to all the terms and conditions of the resulting contract, fully recognizing that the Government intends to make an award without discussions.

   c) The names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to represent the Offeror in contractual matters, including negotiations.

   d) Acknowledge receipt of any amendments to this solicitation by listing the amendment number(s) and date(s) of issuance.

   e) A statement identifying any exceptions or deviations the Offeror is taking to the terms and conditions specified in the contract (Sections A through K of this solicitation). However, exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions.

   Any exceptions taken must obtain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause an offer to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your offer as unacceptable.

(2) Fully executed SF 1449, (include Offeror DUNS Number in block 17.a.)

(3) Fully executed Contract Form (refer to Section J, Exhibit B). The offer shall remain valid for 48 hours unless indicated otherwise or the validity would terminate on Saturday, Sunday or a U.S. federal holiday. If validity would terminate on Saturday, Sunday or a U.S.
federal holiday, the offer shall remain valid until the same time on the next succeeding day which is not a Saturday, Sunday or U.S. federal holiday.

(4) Completed Offer Form. All offers shall be submitted on the form provided at Section J, Exhibit A. For each offer, the following information shall be provided on Exhibit A: (1) SPR Site, (2) Quantity, (3) Generic Crude Oil or Crude Oil basket, (4) the “Δ” constant differential (to the $0.001) to NYMEX West Texas Intermediate (WTI), adjusted for Argus WTI Houston Month 1 WTD for sweet and Argus Mars Month 1 WTD for sour, to represent factors, including but not limited to location, quality, and market considerations, (5) API Gravity for each Crude Oil, (6) sulfur % weight for each Crude Oil, and (7) delivery mode/location, (8) Delivery Month.

(5) Fully executed Representations and Certifications (Section K) and a list of the U.S. producers from which the crude oil will be sourced and the quantities of crude oil that will be sourced from each.

L.6  52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD
PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION - COMMERCIAL ITEMS

a. The Government will award contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) The offer evaluation shall be based on the most economical satisfaction of SPR crude type requirements, determined to be the lowest acquisition cost for offers judged to be within their respective fair and reasonable market price ranges for delivery into SPR site.

(2) For purposes of offer evaluation, the offer value shall be based on the “Δ” constant differential to NYMEX WTI, adjusted for Argus WTI Houston Month 1 WTD for sweet and Argus Mars Month 1 WTD for sour, specified by the Offeror on Exhibit A – Offer Form (to the $0.001) to represent factors, including but not limited to delivery period, location, quality, and market factors. If a basket is offered one “Δ” value shall be provided per basket and the offer will be evaluated based on the Government’s determination of the lowest value Crude Oil in the basket.

(3) During the evaluation of the offers for award, DOE will give consideration for deliveries made by U.S. Flag (ocean going) marine tonnage. A factor will be applied to the U.S. Flag ocean marine offers (for price evaluation purposed only) when the offers are reviewed and ranked.

(4) Technical - The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms from a price and technical standpoint. A technical description of the items being offered should be in sufficient detail to evaluate compliance with the requirements in the solicitation.

The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest.
interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

b. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2 CONSIDERATION OF OFFERS

a. The DOE shall award contract(s) resulting from this solicitation to those responsible Offeror(s) whose offer(s) conforming to the solicitation shall in the DOE’s judgment be most advantageous to the Government. DOE also reserves the right to make multiple awards.

b. The DOE reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the DOE.

c. The DOE may award a contract on the basis of initial offer(s) received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms. However, the DOE reserves the right to conduct discussions with any Offeror if it is later determined by the Contracting Officer to be necessary. In the event the DOE requests best and final offers, a date and time for receipt of such offers shall be set forth in the request. Any best and final offers received after the time and date specified for the receipt of best and final offers shall not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

d. The DOE reserves the right to award a contract for a quantity of Crude Oil that is less than the quantity offered unless the Offeror specifies otherwise in the offer, e.g., all or none. However, in no instance shall DOE award a volume less than 1,000,000 barrels unless it is in the interest of the DOE.

M.3 EVALUATION PROCEDURE FOR AWARD

a. Offers shall be evaluated based on the most economical satisfaction of SPR crude requirements, determined to be the lowest acquisition cost for offers
judged to be within their respective fair and reasonable market price ranges for delivery into the DOE SPR Site. Evaluation of the offers shall consider the market value of the Crude Oils. If offers containing one or more baskets of multiple Crude Oils are received, the lowest valued Crude Oil within a specified basket will be used for evaluation purposes. Note: If a basket is offered, one “Δ” value shall be provided per basket.

b. Submission of offers that include multi-priced or tiered bids will be permitted, however, conditional bids will not be considered.

c. Each offer will be considered on its own merits for comparison with other offers for that specific line item in Section J, Exhibit A.