U. S. DEPARTMENT OF ENERGY

STRATEGIC PETROLEUM RESERVE
PROJECT MANAGEMENT OFFICE

NEW ORLEANS, LA

REQUEST FOR PROPOSAL

DE-RP96-27PO00001

EXCHANGE OF
UP TO 17.0 MILLION BARRELS
OF
CRUDE OIL

FROM THE

STRATEGIC PETROLEUM RESERVE

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PART I - THE SCHEDULE

SECTION A

COVER LETTER

Department of Energy

Strategic Petroleum Reserve Project Management Office
900 Commerce East
New Orleans, Louisiana 70123

October 16, 2026

Prospective Offerors:

The Department of Energy, Strategic Petroleum Reserve Project Management Office (SPRPMO), located at 900 Commerce Road East, New Orleans, Louisiana, is soliciting an exchange of up to 17,000,000 barrels of crude oil.

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), DE-RP96-27PO00001. 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 October 21, 2026.** (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/.

The format for this solicitation is "negotiated," which allows the Government to discuss issues regarding crude exchange quantities, qualities, or any other provision of this solicitation. However, the Government may award a contract on the basis of initial offers received. Accordingly, each initial offer should be submitted on the most favorable terms which the Offeror can submit to the Government.

The solicitation is posted to the SPRPMO website at https://www.spr.doe.gov/doeec/ActiveDocs.htm?type=exchange. No hard copies of the solicitation will be made available. Prospective Offerors are responsible for regularly checking the website for updates, additional information, and changes or amendments to the RFP. **Questions and answers will be posted on the SPRPMO website daily.**

This solicitation does not commit the Department of Energy to award contract(s) to exchange crude oil. Offer preparation costs as a result of this solicitation shall 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 4:00 p.m., Central Time on October 19, 2026.

Sincerely,

Kelly M. Gele'
Contracting Officer

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

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SECTION B

SUPPLIES OR SERVICES AND PRICES

B.1 INTRODUCTION

a. The Department of Energy (DOE), Strategic Petroleum Reserve Project Management Office (SPRPMO) is soliciting to perform an Exchange of up to 17,000,000 barrels total from the SPR Bryan Mound and Big Hill sites with the following allocation for deliveries of Exchange Oil from the SPR and deliveries of Return Oil to the SPR in the table below (*see notes about delivery/return conditions below*):

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
							RP1	RP2	RP3	RP4
							Jan - Mar 2029	Aug - Sep 2029	Oct 2029	Dec 2029
Bryan Mound	Sour	1,000,000	Nov-26	Bryan Mound	3,000,000	14.0%	--	2.5%	3.5%	4.5%
Bryan Mound	Sour	6,000,000	Dec-26	Bryan Mound	3,000,000	12.5%	--	2.5%	3.5%	5.0%

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
							RP1	RP2	RP3	RP4
							Oct - Dec 2028	Jul - Aug 2029	Sep - Oct 2029	Nov - Dec 2029
Big Hill	Sour	3,000,000	Dec-26	Big Hill	3,000,000	13.5%	0.50%	4.0%	5.0%	6.0%
Big Hill	Sour	7,000,000	Jan-27	Big Hill	3,000,000	12.5%	--	4.0%	5.0%	6.0%

**delivery/return capacity may be lower than the table due to previous SPR tenders*

**access to the Texas City pipeline between 11/1 – 12/31 may have potential outage of approximately 5 days during the delivery period*

See table on items **B.6(d)** and **B.6(f)** for delivery and receipt rates as well as stream restrictions from and to the SPR site(s). **Cargoes are expected to be delivered at or near maximum rates (see daily rates at B.6(d)).** Offers will be accepted on a competitive basis and will be evaluated on the best value to the Government. See Sections B.5 and M. **Return Period will be ranked with Additional Premium having priority in all awarded periods, however awards made under previous tenders will have priority over any volume awarded under this solicitation.** (Note: It is the intent of the SPR to facilitate delivery of Exchange Oil and receipt of Return Oil barrels to the same site as awarded. In the event that the site defined in this document is unable to deliver Exchange Oil or receive Return Oil for any reason, the DOE reserves the right to designate alternate location(s). In this event, DOE will compensate through adjustments to contract delivery quantities as determined by the Contracting Officer.)

b. It is the Offerors' and or Awardees' responsibility to ensure adequate throughput exists in the delivery period. SPR is offering the barrels as

noted in B.1(a), but does not guarantee throughput at any connected facility. (see Certifications Section K.3(4)). Please note that as SPR inventory is depleted, rates into the terminals will degrade from those noted in B.6(d). As a result, if connected facilities cannot facilitate full delivery of cargoes due to these degraded rates or other commercial operational constraints, SPR operational capability, it is the Offerors' and/or Awardees' responsibility to fulfill receipt of their contracted volumes.

c. The quality characteristics of the crude oil stream(s) offered for exchange are those cited in the **Strategic Petroleum Reserve Crude Oil Assays**.

This crude oil quality data is a weighted average composition of the specific caverns that comprise the streams offered for exchange. Although a specific crude oil benchmark is referenced, SPR inventory contains a blend of domestic and global crude including Isthmus, Urals, Alaskan North Slope, Arabian Light, Saharan, and Dubai with segregation by Sweet and Sour storage caverns. The SPR has observed H_2S concentration (which is found naturally in crude oil) greater than 10 ppm in liquid in some crude batches. Measurements of H_2S in vapor space can be orders of magnitude higher than in liquid and difficult to measure due to factors in handling, weather, etc. OSHA provides guidelines on appropriate safety precautions and equipment if crude is handled openly, spilled, or released to the atmosphere. Offerors are encouraged to review the Strategic Petroleum Reserve Crude Oil Assays for more detailed oil stream composition and specifics so that conditions (such as the presence of H_2S) are expected and communicated downstream.

Note: Each SPR stream offered will be a blended average of the sour stream at each site. As a result, actual representative samples are not available prior to deliveries. Please refer to **Strategic Petroleum Reserve Crude Oil Assays** which provides a weighted average composite profile of the stream.

Return Oil to be received at the SPR sites shall meet the specifications in the applicable Section J, Exhibit C-1.1 (sour). Acceptance of any US Produced Crude Oil offered for receipt into the SPR 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. **The Offeror is required to supply ninety (90) days before the return period begins**: the Sour Crude Oil Quality Checklist – Section J, Exhibit C-1.1. To preserve SPR cavern homogeneity and maintain overall integrity of its respective crude streams, only crude oils of similar composition are commingled in storage. Due to natural geothermic heating, crude oils that demonstrate high

bubble point pressures (BPP) and high gas-oil ratios (GOR) produce increased vapor pressure at standard cavern storage temperatures. High BPP-GOR oils have the potential to impact the existing SPR oil inventory, increasing levels of light end gases (C_1-C_3) and greatly restricting immediate deliverability which is the critical mission of the SPR. Light ends may not be observed through analysis at ambient temperatures, but are entrained in certain crude types and released during storage. Lighter ends, Methane, Ethane and Propane are the single largest contributor to vapor pressure increase. Crude oils displaying C_1-C_3 volume percent outside of the required specifications and determined by the allowed methods listed in Section J, Exhibits C-1.1, will be considered outside of the SPR's acceptance criteria and deemed incompatible with existing SPR stocks. Blending heavier crudes with light end crudes may cause separation of the blend at higher temperature, thus rendering the stream undeliverable. SPR reserves the right to reject any crude oil in order to ensure the quality of the crude oil received, stored, and maintained within the SPR.

d. The minimum offer quantity is 3,000,000 barrels for pipeline and vessel offers at all sites in this solicitation. Details on pipeline and vessel cargo minimum sizes are found in section B.6(c). An Offeror may submit multiple offers, but total award(s) to any one Offeror will not exceed 10,000,000 barrels unless, and at the discretion of the DOE, all acceptable awards have been made and there are still barrels available.

B.2 DESCRIPTION

Delivery and Receipt of US Produced Crude Oil to and from the Government can be made from the SPR Bryan Mound and Big Hill sites, subject to scheduling and meeting quality specifications in Section J, Exhibit C-1.1.

B.3 DEFINITIONS

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

a. "Government," unless otherwise indicated in the text, means the United States Government.

b. "Strategic Petroleum Reserve" (SPR) means that DOE program established by Title I, Part B, of the Energy Policy and Conservation Act, 42 U.S.C. Section 6231, et seq.

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.

d. "DOE" means the U.S. Department of Energy.

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.

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. "SSPCOL" means Strategic Storage Partners Crude Oil Logistics group. SSP is the Management and Operating Contractor for the SPR.

m. "DOE M&O" means Department of Energy's Management and Operating Contractor, Strategic Storage Partners (SSP).

n. "Return Oil" means that portion of crude oil being returned to the Government.

o. "Exchange Oil" means that crude oil which is being delivered from the SPR.

p. "Ratable schedule" schedule that will be rated/distributed evenly in the period of performance stated in the Request for Proposal.

q. "Irrevocable Standby Letter of Credit" means a written commitment (by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia) to pay all or part of a stated amount of money until the expiration date of the letter or upon presentation by the Contracting Officer (the beneficiary) of a written demand. The depository institution must be an account holder with the Federal Reserve Banking system and a participant (on line) in the Fed's Fedwire Deposit System Network funds transfer system. Neither the financial institution nor the Offeror/Contractor can revoke or condition the Letter of Credit. One will be submitted as the "Offer Guarantee Letter of Credit" with bid submission, and if awarded, one will submitted as the "Payment and Performance Letter of Credit".

r. "Static tank" Crude Oil tankage that is dedicated to a cargo destined for delivery to/from the SPR. This tank will not have crude being pumped into it (active) from a source while deliveries are pumping out of it and into the SPR.

s. "CT" Central Time Zone

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. (See Section J, Exhibit I)

B.5 CONSIDERATION OF OFFERS

a. The Government shall award a contract resulting from this solicitation to a responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the Government considering the evaluation factors in this solicitation and the preferences as described in B.1(a) and Section M. **The primary factor determining winning bids will be the Offeror provided additional premium, followed by volume per site, and aggregate volume across all sites as submitted by a conforming bidder on Section J, Exhibit A.1.** In case of a tie, the offer with the later return period will be given preference.

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Premium	Additional Return-Period Premium			
								RP1	RP2	RP3	RP4
								Jan - Mar 2029	Aug - Sep 2029	Oct 2029	Dec 2029
Bryan Mound	Sour	1,000,000	Nov-26	Bryan Mound	3,000,000	14.0%	X	--	2.5%	3.5%	4.5%
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Big Hill	Sour	3,000,000	Dec-26	Big Hill	3,000,000	13.5%	X	0.50%	4.0%	5.0%	6.0%
Big Hill	Sour	7,000,000	Jan-27	Big Hill	3,000,000	12.5%	X	--	4.0%	5.0%	6.0%

**delivery/return capacity may be lower than the table due to previous SPR tenders*

b. Awards will be subject to the Minimum Premium rate(s) and any Additional Premium rate(s), which are Offeror provided, in the table above in the applicable return periods, as selected by Offeror as part of their submittal. See Section M. Premium barrels are barrels to be returned to an SPR site in addition to base volume or awarded barrels. All Return Oil to SPR sites will include the awarded volume in addition to the premium. The premium is calculated based on Net Standard Volume (NSV) barrels delivered from the SPR.

c. If the Exchange Oil volume offered is greater than the site monthly nominal delivery rate, remaining offer volume would apply to the following month in the delivery period. Should multiple Offerors request the same number of Exchange Oil barrels at the same SPR site in the same delivery month, each offer will be prorated to equal the volume that would be delivered, with remaining barrels allocated into the remaining months in the applicable period.

d. Offerors are required to submit an Offer Guarantee and if awarded a Performance Guarantee will be required.

B.6 EXCHANGE OIL FROM THE SPR AND RETURN OIL FROM THE CONTRACTORS TO THE SPR

a. The availability of crude at each SPR site is listed below:

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
							RP1	RP2	RP3	RP4
							Jan - Mar 2029	Aug - Sep 2029	Oct 2029	Dec 2029
Bryan Mound	Sour	1,000,000	Nov-26	Bryan Mound	3,000,000	14.0%	--	2.5%	3.5%	4.5%
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Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
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Big Hill	Sour	3,000,000	Dec-26	Big Hill	3,000,000	13.5%	0.50%	4.0%	5.0%	6.0%
Big Hill	Sour	7,000,000	Jan-27	Big Hill	3,000,000	12.5%	--	4.0%	5.0%	6.0%

**delivery/return capacity may be lower than the table due to previous SPR tenders*

NOTE: Requests for early deliveries of Exchange Oil from the SPR sites will be accommodated to the maximum extent possible on a best efforts basis, terms subject to negotiations.

b. All costs associated with the transportation of the Exchange Oil and Return Oil to and from the SPR will be the responsibility of the Contractor, to include but not be limited to, scavenger, tariffs, marine shipment, pipeline shipment, harbor, Oil Spill Liability Trust Fund taxes and environmental fees (including Texas Coastal protection fees), terminalling, pump-over fees, demurrage, and tankage charges. If a Contractor does not wish to have scavenger, a waiver request must be sent to the DOE Contracting Officer.

c. The Contractor shall submit a comprehensive ratable delivery schedule for the DOE Contracting Officer's approval providing the volume of Exchange Oil to be delivered from the SPR delivery location per **Section F.1(a). SSPCOL will reach out to each Contractor 30 days before the applicable return period begins and request a ratable (*see definitions*) Return Oil schedule for return of oil from Contractor to the DOE. The SPR will work with all Contractors under this solicitation, however priority for windows in the applicable return period will cede priority to awards under DE-RP96-26PO00006 those awards with the highest additional premium under this solicitation. Ratability in the return period(s) can/will be adjusted based on actual award of the individual Contractor. For example a 1 million barrel award will not be required to be delivered evenly across 12 months, but will instead be advised to split ratably over 2 or 3 months with cargo size considerations. Contractors should not have the expectation that their returns will only occur in the latter parts of each return period.** The delivery schedule may allow for economic delivery size marine commercial pipeline cargo shipments not less than 350,000 barrels per pipeline cargo at Bryan Mound, and 350,000 barrels per pipeline cargo at Big Hill to Nederland, and 300,000 barrels per pipeline cargo to P66 Beaumont. The delivery schedule may allow for economic delivery size marine cargoes. The DOE must approve subsequent changes to the original schedule.

d. Maximum daily capability to Contractor of Exchange Oil from the SPR sites can be found below:

Crude Oil Stream	Mode of Delivery	Barrels per day Limit
Bryan Mound Sour	Freeport Docks	480,000
	Pipeline (Texas City)	880,000
Big Hill Sour	Nederland Pipeline	760,000
	P66 Beaumont	480,000

NOTE: Requests for early deliveries of Exchange Oil from the SPR sites will be accommodated to the maximum extent possible on a best efforts basis, terms subject to negotiations.

e. While the SPR can deliver and receive the site delivery volumes as stated in B.6(d) and B.6(f), **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 from and to the SPR can be accommodated through the applicable commercial terminals/pipelines. Offerors are also cautioned that gauging and or testing of all incoming Return Oil to determine SPR compatibility as noted in Section J, Exhibit C-1.1 will require the tank to be static. This should be a consideration of all Offerors when investigating terminals/pipelines and when submitting ratable schedules as noted in B.6(c).**

f. Anticipated receipt capability of Return Oil at the SPR site is as follows:
NOTE: Receipt capability may decline as SPR caverns are filled.

Bryan Mound	225,000 barrels per day
Big Hill	225,000 barrels per day

NOTE: Requests for early deliveries of Return Oil to the SPR sites will be accommodated to the maximum extent possible on a best efforts basis, terms subject to negotiations.

B.7 CLOSE-OUT RECONCILIATION

a. Within sixty days, barring any exceptions, after completion of the final scheduled delivery of Exchange Oil under the contract, any imbalances that may exist in the crude oil volumes agreed upon in the contract will be reconciled in the following manner:

If the SPR receives an amount of Exchange Oil that exceeds the contracted Return Oil delivery volume, the Government will attempt to reconcile the imbalance through cash payments or other alternate means, as available. If reconciliation is by cash payment, the Contractor shall invoice the DOE based on the cost value of the Exchange Oil on the date of the last delivery as annotated on the DD Form 250 (DD250).

If the Contractor delivers a total volume of Return Oil which is less than the contracted quantity, the DOE will invoice the Contractor for the undelivered amount based on the cost value of the Exchange Oil on the date of the last delivery as annotated on the DD250. If no payment is received by the due date specified on the invoice, the applicable amount owed will be drawn against the Contractor's Payment and Performance Letter of Credit as described in Section J, Exhibit I of this contract.

b. The Contractor shall return barrels owed to the Government plus the premium barrels as reflected by the table by return period, see table at section B.5(a).

c. Monetary payments, as described in Section B.7.a, are solely remedies for the Contractor's failure to deliver the contracted quantities of Return Oil and do not constitute an option for the Contractor to satisfy its obligation to return crude oil to the SPR through financial means. The Government's primary objective is the physical return of crude oil to the Strategic Petroleum Reserve.

NOTE: The net value of any oil imbalances will be derived from Argus Americas Crude Oil Price Assessment. If no published prices are available, a mutually agreed upon price will be negotiated. Should the parties fail to reach a negotiated price, the Government shall determine a fair and reasonable price.

B.8 ADJUSTMENT FOR CRUDE OIL QUALITY DIFFERENTIAL

a. A quality differential shall be computed on a cumulative weighted average basis of Exchange Oil delivered to the Contractor versus the Return Oil delivered to the DOE.

b. Laboratory tests for API Gravity and Sulfur mass percent, in accordance with tests methods listed in Section J, Exhibit C-1, shall be taken at custody points.

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

Quality Characteristics	Sour
API° Gravity	- 0.5
Sulfur - Mass, %	+ 0.10

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

(1) API Gravity (Sour): Quality price adjustments will be applied to the amount of variation by which the API gravity of the Return Oil delivered to the SPR differs by more than minus five-tenths of one degree API (-0.5˚ API) from the API gravity of the Exchange Oil delivered from the SPR to the Contractor. Adjustment for Return Oil delivered to the SPR will be in accordance with the GravCap table (Section J, Exhibit C-2). This will be on a cumulative weighted average basis.

(2) Sulfur (Sour): Quality price adjustments will be applied to the amount of variation by which the Sulfur mass percent of the Return Oil delivered to the SPR differs by more than plus one-tenth of one percent of total Sulfur (+0.10%) from the total Sulfur of the Exchange Oil delivered from the SPR to the Contractor. Adjustment for Return Oil delivered to the SPR will be in accordance with the GravCap table (Section J, Exhibit C-2). This will be on a cumulative weighted average basis.

The quality adjustment owed to the SPR 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 Section J, Exhibit C-1.1; e.g., a 500,000 barrel Return Oil delivery to the SPR is limited to 1.0% Water and Sediment (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. The cargo will be rejected if freewater limitations are exceeded.

f. If the Return Oil being delivered to the SPR is outside the contractual limits and is determined to be unacceptable, the Government can either reject prior to receipt of oil into the SPR, or reserves the right to return the Return Oil delivered into SPR tankage, at the contractor's expense, to the vessel for marine receipts or to the Return Oil tankage for pipeline receipts.

g. RESERVED.

h. The quality characteristics of the Exchange Oil stream used for delivery in this exchange program are those cited in the DOE specifications sheet as seen in Section J, Exhibit C-1.1. SPR inventory contains a blend of domestic and global crude including Isthmus, Urals, Alaskan North Slope, Arabian Light, Saharan, and Dubai with segregation by Sweet and Sour storage caverns. The SPR has observed H_2S concentration (which is found naturally in crude oil) greater than 10 ppm in liquid in some crude batches. Measurements of H_2S in vapor space can be orders of magnitude higher than in liquid and difficult to measure due to factors in handling, such as weather. OSHA provides guidelines on appropriate safety precautions and equipment if crude is handled openly, spilled, or released to the atmosphere. Offerors are encouraged to review the SPR Crude Oil Assay Manual, Sour Crude Oil Safety Data Sheet, and DOE specifications sheet as seen in Section J, Exhibit C-1.1 for more detailed oil stream composition and specifics so that conditions (such as the presence of H_2S) are expected and communicated downstream. If the Contractor(s) do not wish to receive H_2S scavenger, then they must request a waiver from the DOE Contracting Officer.

B.9 CONTRACT MODIFICATION

Contract modification request(s) made by Contractor(s) will be evaluated by the Government on a case-by-case basis and the Contracting Officer will have the sole authority to grant or negotiate such request(s). Requesting a modification does not ensure success or acceptance of the contract modification.

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

SECTION C

STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractors shall take delivery from SPR Bryan Mound and Big Hill sites up to 17,000,000 barrels of sour Exchange Oil as seen in the table below. All costs associated with the delivery of Exchange Oil from the SPR site shall be at the Contractor's expense. Scheduling of deliveries shall be in accordance with Section F of this contract.

Delivery of Return Oil in addition to premium barrels, shall be completed in the periods as noted in the table below. All costs associated with the delivery of Return 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.

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
							RP1	RP2	RP3	RP4
							Jan - Mar 2029	Aug - Sep 2029	Oct 2029	Dec 2029
Bryan Mound	Sour	1,000,000	Nov-26	Bryan Mound	3,000,000	14.0%	--	2.5%	3.5%	4.5%
Bryan Mound	Sour	6,000,000	Dec-26	Bryan Mound	3,000,000	12.5%	--	2.5%	3.5%	5.0%

Site	Stream	Exchange Volume Offered (bbls)	Delivery Period	Return Site	Nominal Receipt Rate per Full Month (bbls)	Minimum Premium	Additional Return-Period Premium			
							RP1	RP2	RP3	RP4
							Oct - Dec 2028	Jul - Aug 2029	Sep - Oct 2029	Nov - Dec 2029
Big Hill	Sour	3,000,000	Dec-26	Big Hill	3,000,000	13.5%	0.50%	4.0%	5.0%	6.0%
Big Hill	Sour	7,000,000	Jan-27	Big Hill	3,000,000	12.5%	--	4.0%	5.0%	6.0%

***** *delivery/return capacity may be lower than the table due to previous SPR tenders*

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING REQUIREMENTS

SECTION D

PACKAGING AND MARKING REQUIREMENTS

RESERVED

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 CUSTODY TRANSFER MEASUREMENTS FOR DELIVERY OF EXCHANGE OIL FROM SPR SITES

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a Government representative. The Government inspector is the inspector of record for all movements. The Contractor may witness the measurement and testing of Exchange 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 Exchange Oil to be delivered from SPR to the Contractor will be based on the following delivery locations:

a. **Bryan Mound to Seaway Freeport Dock**

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Seaway Freeport Dock meters and in-line sampler for deliveries at the connection point between the Bryan Mound pipeline and the Seaway Freeport Dock. Secondary measurement for quantity and quality will be at the Bryan Mound meter and in-line sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the Government contracted third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The Government contracted third party inspection company will witness all measurement and testing and perform testing if necessary. The SPR will not be liable for any demurrage charges.

b. **Bryan Mound to Seaway Texas City Terminal**

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Bryan Mound site meters and sampler for deliveries into the ExxonMobil 40" pipeline connecting to Seaway Texas City Terminal. Secondary measurement for quantity will be at the Texas City meter and quality based on grab samples taken at the Bryan Mound site. The API Gravity, Sediment and Water, and Sulfur content will be performed by the Government third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The Government contracted third party

inspection company will witness all measurement and testing and perform testing if necessary.

c. **Big Hill to Nederland**

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the DOE meter skid and inline sampler located in Energy Transfer (Sun) Marine Terminal. Secondary measurement for quantity will be on the Energy Transfer (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 Government contracted third party laboratory and witnessed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The Government 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. **Big Hill to P66 Beaumont Terminal**

CUSTODY TRANSFER – 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. Secondary custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. In the event neither of these are available, stakeholders will mutually agree on measurement location of quantity and quality. The API Gravity, Sediment and Water, and Sulfur content testing will be performed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements, and testing analysis. The Government contracted third party inspection company will witness all measurement and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. Contractors will be invoiced an additional $0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

E.2 CUSTODY TRANSFER MEASUREMENTS FOR RETURN OIL TO SPR SITES

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a Government

representative. The Contractor may witness the measurement and testing of Return 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 Return Oil to be delivered to SPR from the Contractor will be based on the following delivery locations:

a. **Seaway Freeport Terminal #2**, Freeport, Texas for delivery to the SPR 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. **Note: If deliveries are fulfilled through Jones Creek tankage and into Freeport Docks or directly from Jones Creek tankage to the Bryan Mound site, then custody transfer quantity and quality measurements for the delivery of Return Oil to the SPR shall be based on the Bryan Mound site meters and inline sampler. The Government contracted third party inspection company will witness all measurement and testing and perform testing**.

   Secondary custody transfer quantity and quality measurements for the delivery of oil to the SPR shall be based on the applicable shore tank and quality based on grab samples taken at the Bryan Mound site. The Government 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.

   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 Government contracted third 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 SPR Bryan Mound facility and witnessed by the Government third party inspector.

   NOTE: The DOE requires that testing be performed on shipments prior to discharge. 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. Load port sampling will be utilized to expedite acceptance of crude into the SPR system, but the vessel will not be allowed

to discharge into the SPR system until DOE approves a spot check from samples collected at the dock. If load port sampling cannot be utilized, then sampling and analysis once at the Freeport docks could take an estimated 16 hours before vessel is cleared to discharge into the SPR system. A short slate at the Freeport Docks will be necessary before discharge into the Bryan Mound system.

In the event Seaway dock personnel detect an H_2S 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.

All costs associated with the transportation of the exchange oil transferred from and to the SPR will be absorbed by the Contractor, to include but not be limited to, tariffs, marine shipment, pipeline shipment, U.S. Customs duties, harbor and environmental fees (including Texas Coastal protection fees), demurrage, terminalling, and tankage charges.

b. **Jones Creek to Bryan Mound**

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Bryan Mound site meters and sampler for deliveries into the Bryan Mound site. Secondary measurement for quantity will be at the applicable shore tank and quality based on grab samples taken at the Bryan Mound site. The API Gravity, Sediment and Water, and Sulfur content will be performed by the Government third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The Government contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

c. **Nederland to Big Hill**

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the DOE meter skid and inline sampler located in Energy Transfer (Sun) Marine Terminal. Secondary measurement for quantity will be on the Energy Transfer (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 Government contracted third party laboratory and witnessed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements

and testing analysis. The Government 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 – 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. Secondary custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. In the event neither of these are available, stakeholders will mutually agree on measurement location of quantity and quality. The API Gravity, Sediment and Water, and Sulfur content testing will be performed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements, and testing analysis. The Government contracted third party inspection company will witness all measurement and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. Contractors will be invoiced an additional $0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

E.3 CRUDE OIL QUALITY DETERMINATION

a. Loadport origin vessel or tanks will need to be sampled and tested by the Government inspector prior to discharge at the SPR sites for Return Oil receipts. More detailed information will be provided through the Nomination form. A disport sample will be taken in order to confirm crude oil quality from the loadport.

b. The quality of the Return Oil that is delivered by the Contractor to the SPR 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 Government contracted third party 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 Return Oil tendered for delivery to the SPR does not meet the specifications as provided in Section J, Exhibit C-1.1, the Government reserves the right to refuse the acceptance of the delivery.

d. The custody transfer quality/quantity crude oil analysis shall be performed by the Government contracted third party lab and is the official record of measurement. 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 Government contracted third party inspection company's laboratory. Such services, however, will be for the account of the Contractor. Should the Contractor choose not to witness the testing, then the Government findings will be binding on the Contractor.

e. For pipeline deliveries of Return Oil to the SPR storage site, the Contractor shall ensure that the commercial pipeline carriers provide Government contracted third party inspection company access to the pipeline facilities for the obtaining of Return Oil samples.

f. Exchange Oil custody inspection and testing will be performed by the Government third party inspection company, who will test for API, Sulfur, Water, and Sediment.

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.4 CRUDE OIL QUANTITY DETERMINATION OF EXCHANGE AND RETURN OIL

a. The quantity of the Exchange and Return Oil that is delivered by the Contractor to the SPR or SPR to the Contractor will be determined, in order of preference: (1) By delivery meter in accordance with the API Manual of Petroleum Measurement Standards, Chapter 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 Government 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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SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 SCHEDULING OF EXCHANGE AND RETURN OIL MOVEMENTS

a. For all Exchange Oil deliveries for the month of November 2026, the Contractor shall nominate a delivery program in accordance with their awards as submitted on **Offer Form A.1** to the DOE **within 48 hours after notification of award**. For all Exchange Oil deliveries for the month of December 2026, the Contractor shall nominate a delivery program in accordance with their awards as submitted on **Offer Form A.1** to the DOE **no later than November 16, 2026.** For all Exchange Oil deliveries for the month of January 2027, the Contractor shall nominate a delivery program in accordance with their awards as submitted on **Offer Form A.1** to the DOE **no later than December 15, 2026.** The Government will respond to the Contractor within three business days of submittal, confirming the ratable 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. Delivery program nominations received by DOE subsequent to the required time period or those altered as a result of a contract modification will be handled by DOE on a best efforts basis. Requests for contract modifications will be evaluated after scheduling of original awards. 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 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 seventy-two hours, forty-eight hours, and twenty-four hours prior to discharge to both the DOE and the discharge terminal.

(3) Return Oil delivery plan shall be provided to the DOE not later than thirty days prior to the month in which deliveries will be made. Nominations will adhere to Section F.1(c).

c. Except for as noted in Section F.1(a), for pipeline Return Oil deliveries, the Contractor shall make necessary arrangements with the commercial pipelines connected to the SPR or its interconnecting pipelines. Nomination information regarding these movements will be provided to the DOE not later than fourteen 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 Section F.1(b), and pipeline schedules submitted in accordance with Section F.1(c), the Government will resolve in favor of the pipeline schedule for deliveries to the Contractor. For Return Oil deliveries to the SPR sites, 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 seventy-two hours prior to the scheduled date of each applicable cargo delivery to or from the SPR.

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 deliveries are made to/from DOE delivery location. Contractors are also cautioned that gauging and or testing of all incoming Return Oil in order to determine SPR compatibility, as noted in Section J, Exhibit C-1.1, will require the tank to be static. This should be a consideration of all Offerors when investigating terminals/pipelines and when submitting ratable schedules as noted in Section B.6(c).

i. Contractors must comply with the Jones Act, 46 U.S.C. § 55102 Transportation of Merchandise. See Section J, Exhibit F.

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 vessel 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 Return 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. This is not available as a method to over/short total contract volume deliberately; it is a condition of loading. However, in accordance with Sections B.6 and B.7, the Contractor shall engage sufficient transportation capacity during the month's scheduled deliveries in order to ensure that the total contracted quantity will be delivered, without exceeding the agreed upon quantity.

l. To assist the Government's reporting under the Cargo Preference Act, the Contractor, at the time of delivery, shall provide information regarding the marine transportation of the Exchange Oil into the Government. Information required is the origin port, flag of registry, vessel name, destination port and transportation costs.

m. If the award is made on the basis of U.S. flag tonnage (ocean going tankship), within seven days of award, the Contractor shall provide a copy of a charter and/or agreement documenting the use of U.S. Flag Carriers for the contract volumes agreed upon in the award. If documentation is not received, the conditions listed in Section F.1(n) below will apply.

n. If during the performance of a contract awarded on the basis of foreign flag vessel delivery, U. S. -flag vessel(s) become available for use by the Contractor, the Contracting Officer will consider a request for contract modification for use of such vessels.

o. If U.S. Flag tonnage (ocean going tankship) is offered and requires multiple delivery vessels (e.g., lightering), the mother vessel, at a minimum, must be of U.S. registry.

p. If the Offeror cannot secure U.S. flag tonnage (ocean going tankship) after it was agreed upon in the contract, such may result, at the Government's option, in termination by default or the obligation to provide additional crude oil to the SPR to compensate for the freight differential of substituting foreign flag tonnage. The calculation of the freight differential will be determined by the Contracting Officer.

F.2 EXCHANGE OIL AND RETURN OIL DOCUMENTATION OF OIL MOVEMENTS

The quantity and quality determination of the Exchange Oil and Return Oil delivered 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

The window for Exchange Oil deliveries from Bryan Mound and Big Hill can be found at Section C.1. Requests for early deliveries will be accommodated to the maximum extent possible on a best efforts basis, terms subject to negotiations. Preference for delivery ranges will be given to those

Contractors who are awarded based on Offer Form A.1, see Sections B.5(a)–(b) and Section J, Exhibit A.1, at the SPR receiving terminal/site, except that conflicts between marine and pipeline schedules for Exchange Oil will be resolved in favor of pipeline deliveries from the SPR and pipeline deliveries to the SPR site(s) for Return Oil. 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 to the SPR sites must be completed on or before the dates found in Section C.1.

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SECTION G

CONTRACT ADMINISTRATION DATA

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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 SSPCOL in an electronic format to the email addresses provided below.

a. Contracting Officer's contact information:

Kelly Gele
Kelly.Gele@spr.doe.gov
O: 504) 734-4343 / C: (504) 432-2105

b. The Contract Specialist's contact information:

Mary Roark
Mary.Roark@spr.doe.gov
O: (504) 734-4195 / C: (504) 331-0259

c. The Technical Representative's contact information:

Christopher Roark
Christopher.Roark@spr.doe.gov
O: (504) 734-4134 / C: (504) 638-8372

Alternate Technical Representative's contact information:

Michael Anderson
Michael.Anderson@spr.doe.gov
O: (504) 734-4055 / C: (504) 202-6244

d. SSPCOL's contact information:

SSPCOL@spr.doe.gov

G.2 BILLING INSTRUCTIONS

If required, the Contractor must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal & 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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SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TITLE TO CRUDE OIL

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

b. Title to the Return Oil received from the Contractor will be transferred to the SPR at the custody transfer measurement locations listed in Section E.2.

c. The DOE shall have the right to reject any Return 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 Return Oil being provided to the DOE.

H.2 NATIONAL AND OPERATIONAL EMERGENCIES

Crude oil deliveries to or from the SPR 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 as decided by the Contracting Officer.

H.3 FORCE MAJEURE

Force Majeure means, except for payment due hereunder, either party thereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, national healthcare emergencies, fire, explosions, sabotage, strikes, and other labor or industrial disturbances, acts of God or the elements, disruption or breakdown of production or transportation facilities, delays of pipeline carrier in receiving and delivering crude oil tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Any such failures to perform shall be remedied with all reasonable dispatch.

H.4 COMPLIANCE WITH FEDERAL ANTI-DISCRIMINATION LAWS

(a) Definition. As used in this clause-

Program promoting diversity, equity, and inclusion means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

(b) Compliance. The Contractor shall comply with all applicable Federal anti-discrimination laws. These laws apply whether or not the company is a Government contractor. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

(c) Certification. By requesting payment under this award, the contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

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SECTION I

CONTRACT CLAUSES

I.1 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at www.sam.gov.

(End of clause)

I.2 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE

(a) *Definition.* As used in this clause—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

I.3 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign

patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then

at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(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.1

OFFER FORM

EXHIBIT A.1

OFFER FORM

Line Item	SPR Site	Volume Offered [1]	Additional Premium Rate[2]	Receipt Month from SPR	Delivery Mode	Location[3]	Return Period[4]
1							
2							
3							
4							
5							

SPR Site Code
BM - Bryan Mound
BH - Big Hill

Delivery Modes
Pipeline - P/L
US Flag Vessel - US
Foreign Flag Vessel - FF

Location
Freeport Docks
Texas City Pipeline
P66 Beaumont
Nederland PL

Note 1: Total award to Contractor will not exceed 10 Million barrels.
Note 2: Offeror provided value to be added to minimum premium rate. See Section B.5.
Note 3: Applicable to OUTGOING cargoes only
Note 4: Choose a period as indicated in section B.1(a)

SECTION J.B

EXHIBIT B

CONTRACT FORM

EXHIBIT B

CONTRACT FORM

SPR Crude Oil Exchange	CONTRACT NUMBER	Page 1 of ___

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.

Line Item	SPR SITE(S)	TOTAL VOLUME AWARDED	Additional Premium Rate	Return Period Premium	Total Premium (including Min.	Receipt Month from SPR	Delivery Mode	Location	Return Period
1									
2									
3									
4									
5									

Total Contract value shall not exceed $

Accounting & Appropriation Data:

EXECUTION BY CONTRACTOR	**EXECUTION BY GOVERNMENT**
DATE (Day, Month, Year)	**UNITED STATES OF AMERICA** **DATE:** **BY:**
NAME OF CONTRACTOR	
ADDRESS (Street, City, State & Zip Code) (Type or Print)	**NAME AND TITLE OF CONTRACTING OFFICER**
INTERNET ADDRESS	_____ **Contracting Officer**
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO **SIGN THIS CONTRACT** (Type or print name and title under Signature)	**U. S. Department of Energy** **Office of Acquisition and Sales** **Strategic Petroleum Reserve**

SECTION J.C-1

EXHIBIT C-1.1

SPR CRUDE OIL SPECIFICATIONS

EXHIBIT C-1.1

MUST BE FILLED OUT IN ITS ENTIRETY TO BE CONSIDERED FOR APPROVAL

	Sour Statement of Quality Data Product Specifications						
	Full name of crude and or define any acronyms:						
	Company:						
	Date:						
	Crude Stream [α] (define any acronyms):						
	Crude Components (define acronyms):						
	Product Parameter	**Test Method[β]**	**Units**	**Sour Specification**		**Result**	**Method of Analysis**
				Min	**Max**		
1	API Gravity	D287, D1298 or D5002	[°API]	28.5	35		
2	Total Sulfur	D4294, D2622	[Mass %]	0.51	2.5		
3	Pour Point	D97	[°C]		-12		
4	Salt Content	D6470 or D3230	[mg/kg %]		500		
5	Viscosity @ 15.6°C	D445, D7042	[cSt]		32		
6	Viscosity @ 37.8°C	D445, D7042	[cSt]		13		
7	Vapor Pressure [VPCR4 (100°F)]	D6377	psia (kPa)		9.0(62.1)		
8	Vapor Pressure [VPCR 0.2 (100°F)] @900 sec.	D6377	psia (kPa)		Report		
9	Total Acid Number	D664, D8045	[mg KOH/g]		1		
10	Water	D4928 or D4006	[Vol. %]		Report		
11	Sediment	D473, D4807	[Mass. %]		Report		
12	Water/Sediment Combined Value		[Vol. %]		1		
13	Asphaltenes	D6560, IP143	[Mass%]		6.00%		
14	Cleanliness	D4740	ASTM Ref.		2		
15	Hydrogen Sulfide	UOP163	mg/kg		Report		
16	Mercaptan	UOP163	mg/kg		Report		
	Yields [Vol. %] [γ]						
17	Naphtha [28-191°C]	D7169, D7900	[Vol. %]	-	30		
18	Distillate [191-327°C]	D7169, D7900	[Vol. %]	17	31		
19	Gas Oil [327-566°C]	D7169, D7900	[Vol. %]	26	38		
20	Residuum [>566°C]	D7169, D7900	[Vol. %]	-	19		
	Light Ends [Liquid Vol. %] [δ]						
21	Methane (C_1)	D7900 or ITM6008	[Liquid Vol.%]		0.01		
22	Ethane (C_2)	D7900 or ITM6008	[Liquid Vol.%]		0.1		
23	Propane (C3)	D7900 or ITM6008	[Liquid Vol.%]		1		
24	Normal Butane (NC4)	D7900 or ITM6008	[Liquid Vol.%]		3		
25	Isobutane (iC4)	D7900 or ITM6008	[Liquid Vol.%]		4		
	Distillation						
26	IBP - 25°C	D7169, D7900	Wt.%		3.00%		
27	IBP - 79°C	D7169, D7900	Wt.%		10.00%		
	Contaminants						
28	Organic Chlorides	D4929 B or C	mg/kg		1		
29	Vanadium	D5708 (B), D5863, D8252	mg/kg		75		
30	Nickel	D5708 (B), D5863, D8252	mg/kg		25		
31	Iron	D5708 (B), D5863, D8252	mg/kg		10		
32	Methanol	D7059	mg/kg		30		
33	Total Nitrogen	D4629/D5762	Wt. %		Report		
34	Basic Nitrogen	UOP269	Wt. %		Report		

α Commonly traded 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.

β Alternate methods may be used if approved by the contracting officer.

γ D7169 and D7900 data may be provided in requesting conditional acceptance of a Crude Oil. Distillation data according to D2892 and D5236 will still be necessary for final qualification of a Crude Oil's acceptance.

δ 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, or certificates of analysis for each blend component, typical of current production quality of the stream. 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.

NOTE 4: All Crude Oil shipments received by the SPR pursuant to this solicitation must be sourced from U.S. production.

NOTE 5: If a blended crude is to be submitted for consideration, then all component streams offered for blend must not exceed 45.0° API gravity or fall below 27.0° API gravity to be considered suitable for injection into SPR caverns.

SECTION J.C-2

EXHIBIT C-2

GravCap Tables for Quality Adjustment

GRAVCAP, 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

API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL
10.0	1.250	16.0	2.150	22.0	3.050	28.0	3.950
10.1	1.265	16.1	2.165	22.1	3.065	28.1	3.965
10.2	1.280	16.2	2.180	22.2	3.080	28.2	3.980
10.3	1.295	16.3	2.195	22.3	3.095	28.3	3.995
10.4	1.310	16.4	2.210	22.4	3.110	28.4	4.010
10.5	1.325	16.5	2.225	22.5	3.125	28.5	4.025
10.6	1.340	16.6	2.240	22.6	3.140	28.6	4.040
10.7	1.355	16.7	2.255	22.7	3.155	28.7	4.055
10.8	1.370	16.8	2.270	22.8	3.170	28.8	4.070
10.9	1.385	16.9	2.285	22.9	3.185	28.9	4.085
11.0	1.400	17.0	2.300	23.0	3.200	29.0	4.100
11.1	1.415	17.1	2.315	23.1	3.215	29.1	4.115
11.2	1.430	17.2	2.330	23.2	3.230	29.2	4.130
11.3	1.445	17.3	2.345	23.3	3.245	29.3	4.145
11.4	1.460	17.4	2.360	23.4	3.260	29.4	4.160
11.5	1.475	17.5	2.375	23.5	3.275	29.5	4.175
11.6	1.490	17.6	2.390	23.6	3.290	29.6	4.190
11.7	1.505	17.7	2.405	23.7	3.305	29.7	4.205
11.8	1.520	17.8	2.420	23.8	3.320	29.8	4.220
11.9	1.535	17.9	2.435	23.9	3.335	29.9	4.235
12.0	1.550	18.0	2.450	24.0	3.350	30.0	4.250
12.1	1.565	18.1	2.465	24.1	3.365	30.1	4.265
12.2	1.580	18.2	2.480	24.2	3.380	30.2	4.280
12.3	1.595	18.3	2.495	24.3	3.395	30.3	4.295
12.4	1.610	18.4	2.510	24.4	3.410	30.4	4.310
12.5	1.625	18.5	2.525	24.5	3.425	30.5	4.325
12.6	1.640	18.6	2.540	24.6	3.440	30.6	4.340
12.7	1.655	18.7	2.555	24.7	3.455	30.7	4.355
12.8	1.670	18.8	2.570	24.8	3.470	30.8	4.370
12.9	1.685	18.9	2.585	24.9	3.485	30.9	4.385

API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL
13.0	1.700	19.0	2.600	25.0	3.500	31.0	4.400
13.1	1.715	19.1	2.615	25.1	3.515	31.1	4.415
13.2	1.730	19.2	2.630	25.2	3.530	31.2	4.430
13.3	1.745	19.3	2.645	25.3	3.545	31.3	4.445
13.4	1.760	19.4	2.660	25.4	3.560	31.4	4.460
13.5	1.775	19.5	2.675	25.5	3.575	31.5	4.475
13.6	1.790	19.6	2.690	25.6	3.590	31.6	4.490
13.7	1.805	19.7	2.705	25.7	3.605	31.7	4.505
13.8	1.820	19.8	2.720	25.8	3.620	31.8	4.520
13.9	1.835	19.9	2.735	25.9	3.635	31.9	4.535
14.0	1.850	20.0	2.750	26.0	3.650	32.0	4.550
14.1	1.865	20.1	2.765	26.1	3.665	32.1	4.565
14.2	1.880	20.2	2.780	26.2	3.680	32.2	4.580
14.3	1.895	20.3	2.795	26.3	3.695	32.3	4.595
14.4	1.910	20.4	2.810	26.4	3.710	32.4	4.610
14.5	1.925	20.5	2.825	26.5	3.725	32.5	4.625
14.6	1.940	20.6	2.840	26.6	3.740	32.6	4.640
14.7	1.955	20.7	2.855	26.7	3.755	32.7	4.655
14.8	1.970	20.8	2.870	26.8	3.770	32.8	4.670
14.9	1.985	20.9	2.885	26.9	3.785	32.9	4.685
15.0	2.000	21.0	2.900	27.0	3.800	33.0	4.700
15.1	2.015	21.1	2.915	27.1	3.815	33.1	4.715
15.2	2.030	21.2	2.930	27.2	3.830	33.2	4.730
15.3	2.045	21.3	2.945	27.3	3.845	33.3	4.745
15.4	2.060	21.4	2.960	27.4	3.860	33.4	4.760
15.5	2.075	21.5	2.975	27.5	3.875	33.5	4.775
15.6	2.090	21.6	2.990	27.6	3.890	33.6	4.790
15.7	2.105	21.7	3.005	27.7	3.905	33.7	4.805
15.8	2.120	21.8	3.020	27.8	3.920	33.8	4.820
15.9	2.135	21.9	3.035	27.9	3.935	33.9	4.835

GRAVCAP, 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

API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL
34.0	4.850	40.0	5.100	46.0	4.950	52.0	4.050
34.1	4.865	40.1	5.100	46.1	4.935	52.1	4.035
34.2	4.880	40.2	5.100	46.2	4.920	52.2	4.020
34.3	4.895	40.3	5.100	46.3	4.905	52.3	4.005
34.4	4.910	40.4	5.100	46.4	4.890	52.4	3.990
34.5	4.925	40.5	5.100	46.5	4.875	52.5	3.975
34.6	4.940	40.6	5.100	46.6	4.860	52.6	3.960
34.7	4.955	40.7	5.100	46.7	4.845	52.7	3.945
34.8	4.970	40.8	5.100	46.8	4.830	52.8	3.930
34.9	4.985	40.9	5.100	46.9	4.815	52.9	3.915
35.0	5.000	41.0	5.100	47.0	4.800	53.0	3.900
35.1	5.000	41.1	5.100	47.1	4.785	53.1	3.885
35.2	5.000	41.2	5.100	47.2	4.770	53.2	3.870
35.3	5.000	41.3	5.100	47.3	4.755	53.3	3.855
35.4	5.000	41.4	5.100	47.4	4.740	53.4	3.840
35.5	5.000	41.5	5.100	47.5	4.725	53.5	3.825
35.6	5.000	41.6	5.100	47.6	4.710	53.6	3.810
35.7	5.000	41.7	5.100	47.7	4.695	53.7	3.795
35.8	5.000	41.8	5.100	47.8	4.680	53.8	3.780
35.9	5.000	41.9	5.100	47.9	4.665	53.9	3.765
36.0	5.020	42.0	5.100	48.0	4.650	54.0	3.750
36.1	5.020	42.1	5.100	48.1	4.635	54.1	3.735
36.2	5.020	42.2	5.100	48.2	4.620	54.2	3.720
36.3	5.020	42.3	5.100	48.3	4.605	54.3	3.705
36.4	5.020	42.4	5.100	48.4	4.590	54.4	3.690
36.5	5.020	42.5	5.100	48.5	4.575	54.5	3.675
36.6	5.020	42.6	5.100	48.6	4.560	54.6	3.660
36.7	5.020	42.7	5.100	48.7	4.545	54.7	3.645
36.8	5.020	42.8	5.100	48.8	4.530	54.8	3.630
36.9	5.020	42.9	5.100	48.9	4.515	54.9	3.615

API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL
37.0	5.040	43.0	5.100	49.0	4.500	55.0	3.600
37.1	5.040	43.1	5.100	49.1	4.485		
37.2	5.040	43.2	5.100	49.2	4.470	For API GRAVITY values above 55.0° API the differential continues to decline 0.015/bbl. per 0.1° API GRAVITY.	
37.3	5.040	43.3	5.100	49.3	4.455		
37.4	5.040	43.4	5.100	49.4	4.440		
37.5	5.040	43.5	5.100	49.5	4.425		
37.6	5.040	43.6	5.100	49.6	4.410		
37.7	5.040	43.7	5.100	49.7	4.395		
37.8	5.040	43.8	5.100	49.8	4.380		
37.9	5.040	43.9	5.100	49.9	4.365		
38.0	5.060	44.0	5.100	50.0	4.350		
38.1	5.060	44.1	5.100	50.1	4.335		
38.2	5.060	44.2	5.100	50.2	4.320		
38.3	5.060	44.3	5.100	50.3	4.305		
38.4	5.060	44.4	5.100	50.4	4.290		
38.5	5.060	44.5	5.100	50.5	4.275		
38.6	5.060	44.6	5.100	50.6	4.260		
38.7	5.060	44.7	5.100	50.7	4.245		
38.8	5.060	44.8	5.100	50.8	4.230		
38.9	5.060	44.9	5.100	50.9	4.215		
39.0	5.080	45.0	5.100	51.0	4.200		
39.1	5.080	45.1	5.085	51.1	4.185		
39.2	5.080	45.2	5.070	51.2	4.170		
39.3	5.080	45.3	5.055	51.3	4.155		
39.4	5.080	45.4	5.040	51.4	4.140		
39.5	5.080	45.5	5.025	51.5	4.125		
39.6	5.080	45.6	5.010	51.6	4.110		
39.7	5.080	45.7	4.995	51.7	4.095		
39.8	5.080	45.8	4.980	51.8	4.080		
39.9	5.080	45.9	4.965	51.9	4.065		

GRAVCAP, INC.

ADJUSTMENT AUTHORIZATION

TABLES OF DIFFERENTIALS FOR USE IN DETERMINING ADJUSTMENTS FOR

DIFFERENCE IN SULFUR CONTENT FOR CRUDE PETROLEUM

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

PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL
0.00	1.000	0.60	1.600	1.20	2.200	1.80	2.800	2.40	3.400	3.00	4.000	3.60	4.600
0.01	1.010	0.61	1.610	1.21	2.210	1.81	2.810	2.41	3.410	3.01	4.010	3.61	4.610
0.02	1.020	0.62	1.620	1.22	2.220	1.82	2.820	2.42	3.420	3.02	4.020	3.62	4.620
0.03	1.030	0.63	1.630	1.23	2.230	1.83	2.830	2.43	3.430	3.03	4.030	3.63	4.630
0.04	1.040	0.64	1.640	1.24	2.240	1.84	2.840	2.44	3.440	3.04	4.040	3.64	4.640
0.05	1.050	0.65	1.650	1.25	2.250	1.85	2.850	2.45	3.450	3.05	4.050	3.65	4.650
0.06	1.060	0.66	1.660	1.26	2.260	1.86	2.860	2.46	3.460	3.06	4.060	3.66	4.660
0.07	1.070	0.67	1.670	1.27	2.270	1.87	2.870	2.47	3.470	3.07	4.070	3.67	4.670
0.08	1.080	0.68	1.680	1.28	2.280	1.88	2.880	2.48	3.480	3.08	4.080	3.68	4.680
0.09	1.090	0.69	1.690	1.29	2.290	1.89	2.890	2.49	3.490	3.09	4.090	3.69	4.690
0.10	1.100	0.70	1.700	1.30	2.300	1.90	2.900	2.50	3.500	3.10	4.100	3.70	4.700
0.11	1.110	0.71	1.710	1.31	2.310	1.91	2.910	2.51	3.510	3.11	4.110	3.71	4.710
0.12	1.120	0.72	1.720	1.32	2.320	1.92	2.920	2.52	3.520	3.12	4.120	3.72	4.720
0.13	1.130	0.73	1.730	1.33	2.330	1.93	2.930	2.53	3.530	3.13	4.130	3.73	4.730
0.14	1.140	0.74	1.740	1.34	2.340	1.94	2.940	2.54	3.540	3.14	4.140	3.74	4.740
0.15	1.150	0.75	1.750	1.35	2.350	1.95	2.950	2.55	3.550	3.15	4.150	3.75	4.750
0.16	1.160	0.76	1.760	1.36	2.360	1.96	2.960	2.56	3.560	3.16	4.160	3.76	4.760
0.17	1.170	0.77	1.770	1.37	2.370	1.97	2.970	2.57	3.570	3.17	4.170	3.77	4.770
0.18	1.180	0.78	1.780	1.38	2.380	1.98	2.980	2.58	3.580	3.18	4.180	3.78	4.780
0.19	1.190	0.79	1.790	1.39	2.390	1.99	2.990	2.59	3.590	3.19	4.190	3.79	4.790
0.20	1.200	0.80	1.800	1.40	2.400	2.00	3.000	2.60	3.600	3.20	4.200	3.80	4.800
0.21	1.210	0.81	1.810	1.41	2.410	2.01	3.010	2.61	3.610	3.21	4.210	3.81	4.810
0.22	1.220	0.82	1.820	1.42	2.420	2.02	3.020	2.62	3.620	3.22	4.220	3.82	4.820
0.23	1.230	0.83	1.830	1.43	2.430	2.03	3.030	2.63	3.630	3.23	4.230	3.83	4.830
0.24	1.240	0.84	1.840	1.44	2.440	2.04	3.040	2.64	3.640	3.24	4.240	3.84	4.840
0.25	1.250	0.85	1.850	1.45	2.450	2.05	3.050	2.65	3.650	3.25	4.250	3.85	4.850
0.26	1.260	0.86	1.860	1.46	2.460	2.06	3.060	2.66	3.660	3.26	4.260	3.86	4.860
0.27	1.270	0.87	1.870	1.47	2.470	2.07	3.070	2.67	3.670	3.27	4.270	3.87	4.870
0.28	1.280	0.88	1.880	1.48	2.480	2.08	3.080	2.68	3.680	3.28	4.280	3.88	4.880
0.29	1.290	0.89	1.890	1.49	2.490	2.09	3.090	2.69	3.690	3.29	4.290	3.89	4.890

PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL
0.30	1.300	0.90	1.900	1.50	2.500	2.10	3.100	2.70	3.700	3.30	4.300	3.90	4.900
0.31	1.310	0.91	1.910	1.51	2.510	2.11	3.110	2.71	3.710	3.31	4.310	3.91	4.910
0.32	1.320	0.92	1.920	1.52	2.520	2.12	3.120	2.72	3.720	3.32	4.320	3.92	4.920
0.33	1.330	0.93	1.930	1.53	2.530	2.13	3.130	2.73	3.730	3.33	4.330	3.93	4.930
0.34	1.340	0.94	1.940	1.54	2.540	2.14	3.140	2.74	3.740	3.34	4.340	3.94	4.940
0.35	1.350	0.95	1.950	1.55	2.550	2.15	3.150	2.75	3.750	3.35	4.350	3.95	4.950
0.36	1.360	0.96	1.960	1.56	2.560	2.16	3.160	2.76	3.760	3.36	4.360	3.96	4.960
0.37	1.370	0.97	1.970	1.57	2.570	2.17	3.170	2.77	3.770	3.37	4.370	3.97	4.970
0.38	1.380	0.98	1.980	1.58	2.580	2.18	3.180	2.78	3.780	3.38	4.380	3.98	4.980
0.39	1.390	0.99	1.990	1.59	2.590	2.19	3.190	2.79	3.790	3.39	4.390	3.99	4.990
0.40	1.400	1.00	2.000	1.60	2.600	2.20	3.200	2.80	3.800	3.40	4.400	4.00	5.000
0.41	1.410	1.01	2.010	1.61	2.610	2.21	3.210	2.81	3.810	3.41	4.410		
0.42	1.420	1.02	2.020	1.62	2.620	2.22	3.220	2.82	3.820	3.42	4.420	For Sulfur Values above 4.00%, the differential continues to increase 0.01/BBL per 0.01 Percent Sulfur	
0.43	1.430	1.03	2.030	1.63	2.630	2.23	3.230	2.83	3.830	3.43	4.430		
0.44	1.440	1.04	2.040	1.64	2.640	2.24	3.240	2.84	3.840	3.44	4.440		
0.45	1.450	1.05	2.050	1.65	2.650	2.25	3.250	2.85	3.850	3.45	4.450		
0.46	1.460	1.06	2.060	1.66	2.660	2.26	3.260	2.86	3.860	3.46	4.460		
0.47	1.470	1.07	2.070	1.67	2.670	2.27	3.270	2.87	3.870	3.47	4.470		
0.48	1.480	1.08	2.080	1.68	2.680	2.28	3.280	2.88	3.880	3.48	4.480		
0.49	1.490	1.09	2.090	1.69	2.690	2.29	3.290	2.89	3.890	3.49	4.490		
0.50	1.500	1.10	2.100	1.70	2.700	2.30	3.300	2.90	3.900	3.50	4.500		
0.51	1.510	1.11	2.110	1.71	2.710	2.31	3.310	2.91	3.910	3.51	4.510		
0.52	1.520	1.12	2.120	1.72	2.720	2.32	3.320	2.92	3.920	3.52	4.520		
0.53	1.530	1.13	2.130	1.73	2.730	2.33	3.330	2.93	3.930	3.53	4.530		
0.54	1.540	1.14	2.140	1.74	2.740	2.34	3.340	2.94	3.940	3.54	4.540		
0.55	1.550	1.15	2.150	1.75	2.750	2.35	3.350	2.95	3.950	3.55	4.550		
0.56	1.560	1.16	2.160	1.76	2.760	2.36	3.360	2.96	3.960	3.56	4.560		
0.57	1.570	1.17	2.170	1.77	2.770	2.37	3.370	2.97	3.970	3.57	4.570		
0.58	1.580	1.18	2.180	1.78	2.780	2.38	3.380	2.98	3.980	3.58	4.580		
0.59	1.590	1.19	2.190	1.79	2.790	2.39	3.390	2.99	3.990	3.59	4.590		

SECTION J.D

EXHIBIT D

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

MATERIAL INSPECTION AND RECEIVING REPORT

FORM APPROVED
OMB No. 0704-0248

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 information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington, DC 20503. Respondents should be aware 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.

Covats Shipment #

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES.
SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.

1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.	(ORDER) NO.	6. INVOICE NO./DATE	7. PAGE	OF	8. ACCEPTANCE POINT
COVATS Trade: DOE OWNED CRUDE OIL					

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS

9. PRIME CONTRACTOR CODE		10. ADMINISTERED BY CODE
		Department of Energy Strategic Petroleum Reserve Project Management Office
11. SHIPPED FROM (If other than 9) CODE FOB:		12. PAYMENT WILL BE MADE BY CODE
13. SHIPPED TO CODE		14. MARKED FOR CODE

15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
		GSV @ 60 DEG. F. LOCATION From To Type GSV From To NSV From To API GRAVITY 60 Deg. F SEDIMENT Vol% SULFUR Wt% WATER Vol% S&W Vol%	Net @ 60 deg. F			

21. CONTRACT QUALITY ASSURANCE

a. ORIGIN

☐ CQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or in supporting documents.

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

TYPED NAME:

TITLE:

MAILING ADDRESS:

COMMERCIAL TELEPHONE NUMBER:

b. DESTINATION

☐ CQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or in supporting documents.

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

TYPED NAME:

TITLE:

MAILING ADDRESS:

COMMERCIAL TELEPHONE NUMBER:

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED | SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

TYPED NAME:

TITLE:

MAILING ADDRESS:

COMMERCIAL TELEPHONE NUMBER:

**If quantity received by the Government is the same as quantity shipped, indicate by (x) mark; if different, enter actual quantity received below quantity shipped and encircle.*

23. CONTRACTOR USE ONLY:

DD Form 250, AUG 2000

TANK/BARGE MATERIAL INSPECTION AND RECEIVING REPORT

FORM APPROVED
OMB No. 0704-0248
Expires Dec 31, 1990

Public reporting burden for this collection of information is estimated to average 35 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 information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES.
SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.

1. TANKER BARGE ☐ LOADING REPORT ☐ DISCHARGE REPORT	2. INSPECTION OFFICE	3. REPORT NUMBER
4. AGENCY PLACING ORDER ON SHIPPER, CITY, STATE, AND/OR LOCAL ADDRESS (Loading) DOE * 850 S. Clearview Pkwy * New Orleans * LA * 70123	5. DEPARTMENT DOE	6. PRIME CONTRACT OR P.O. NUMBER
7. NAME OF PRIME CONTRACTOR, CITY, STATE AND/OR LOCAL ADDRESS (Loading) * * * *		8. STORAGE CONTACT
9. TERMINAL OR REFINERY SHIPPED FROM, CITY, STATE AND/OR LOCAL ADDRESS (Loading)		10. ORDER NUMBER OR SUPPLIER
11. SHIPPED TO (Receiving, Activity, City, State and/or Local Address) SPR SITE , COVATS Shipment #:		12. B/L NUMBER 13. REQN. OR REQUEST NO. 14. CARGO NUMBER
15. VESSEL	16. DRAFT ARRIVAL FORE AFT	17. DRAFT SAILING FORE AFT
18. PREVIOUS TWO CARGOES FIRST LAST	19. PRIOR INSPECTION	
20. CONDITION OF SHORE PIPELINE	21. APPROPRIATION (Loading)	22. CONTRACT ITEM NO.
23. PRODUCT	24. SPECIFICATIONS	

25. STATEMENT OF QUANTITY	LOADED	DISCHARGED	LOSS/GAIN	PER CENT
BARRELS (42 Gals/Net) NSV				
GALLONS (Net)				
~~TONS (Long)~~ Barrels GSV				

26. STATEMENT OF QUALITY

TEST RESULTS		VESSEL COMPOSITE	TEST RESULTS	THIRD PARTY INSPECTOR VESSEL COMPOSITE
API GRAVITY				
BS&W				
S&W				
SULFUR (WT%)				
RVP				
VISC @ 60 DEG. F				
(CST)				
VISC @ 100 DEG. F				
(CST)				
SALT				
POUR				
TAN				

27. TIME STATEMENT	DATE	TIME

28. REMARKS (Note in detail cause of delays such as repairs, breakdowns, slow operations, stoppage, etc.)

29. COMPANY OR RECEIVING TERMINAL

(Signature)

30. I CERTIFY THAT THE CARGO WAS INSPECTED, ACCEPTED AND LOADED/ DISCHARGED AS INDICATED HEREON.

(Date) (Signature of Authorized Government Representative)

31. I HEREBY CERTIFY THAT THIS TIME STAEMENT IS CORRECT.

(Master or Agent)

DD Form 250-1, NOV 92 (EG)

****Test File Name****

SECTION J.E

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

Bradley Bauer
Strategic Storage Partners
850 S. Clearview Parkway
New Orleans, LA 70123
Office: 504-734-4376
Cell: 504-453-8289

E-Mail Bradley.Bauer@spr.doe.gov
E-Mail SSPCOL@SPR.DOE.GOV

Lyle Johnson
Strategic Storage Partners
850 S. Clearview Parkway
New Orleans, LA 70123
Office: 504-734-4733
Cell: 504-315-8431

E-Mail Lyle.Johnson@spr.doe.gov
E-Mail SSPCOL@SPR.DOE.GOV

(i) Enterprise Products
Erica Franz Commercial (713) 381-4234
Joshua Hoover – Scheduling (713) 381-5871

(ii) Energy Transfer Partners Marine Terminal, Nederland, TX
Control Room (409) 721-4845
Marine Scheduler (409) 721-4812
Pipeline Scheduler (409) 721-4823
Shift Supervisor (409) 720-7972

(iii) Exxon Mobil Pipeline
Michael Brownewell, Business Development – Bryan Mound (281) 635-9976

(iv) P66 Beaumont
Tyler Hersperger, Business Development – 281-686-6733

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.

The terminal, by regulation, is ***not required to provide such services*** if receipt of the ship's original notification is less than twenty-four 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 NOAA Displaced Moving Average (DMA) chart #11321 and NOAA United States Coast Pilot (USCP) #5 (Nov. 14, 2021).

Winter

The Safe anchorage for vessels waiting to enter the port in adverse condition is 2.0 miles south of the "FP" buoy.

ENERGY TRANSFER PARTNERS 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: Energy Transfer Terminal marine dock facility and Energy Transfer 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):

Dock	LOA	Beam	Max DWT	Draft	Air Draft
Ship Dock 1	875'	137'	85,000	40'	136'
Ship Dock 2	1000'	174'	150,000	40'	136'
Ship Dock 4	1000'	174'	150,000	40'	136'
Ship Dock 5	900'	150'	150,000	40'	136'

Sabine Pilot – Daylight Transit Restrictions

LOA	875’
Beam	125’
DWT	85,000

Vessels that meet or exceed these restrictions must transit during daylight hours only.

BARGE LOADING CAPABILITY:

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

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.

Phillips 66 BEAUMONT TERMINAL

Location: Beaumont Terminal, located on the south bank of the Neches River, approximately 8 miles southeast of Beaumont, Texas.

Petroleum streams: Big Hill Sweet and Big Hill Sour

Logistics connectivity: Phillips 66 Beaumont Main Dock, Dock 2, Dock 3 (barge), Dock 4, truck and rail loading assets, and connections to major local and regional commercial pipelines.

- Inbound crude connectivity: Marketlink, Seaway, DAPL/ETCOP, Zydeco, CHOPS, Sunoco 20-inch, PAT, and SPR receipts.
- Outbound connectivity: Bayou Bridge, Zydeco, ExxonMobil, PNL 36-inch, Sunoco, PAT, BCPL, marine vessel, and barge movements.

Marine Dock Facilities and Berthing Information

Main Dock (Spot 1, 5 & 7): Crude and Product Dock; 42-foot draft; crude and product capable; two vessel spots or multiple barge spots; Aframax, MR & LR capable.

Dock 2: Crude Dock; 42-foot draft; Aframax capable.

Dock 3: Crude and Product Barge Dock; 20-foot draft; supports crude and product barge movements.

Dock 4: Crude Dock; 42-foot draft with expansion potential to 48 plus 2 feet. In service since October 2020; Suezmax capable.

Refinery / market access: Direct refinery access includes Phillips 66 and Citgo in Lake Charles, ExxonMobil in Beaumont, and Motiva in Beaumont, with broader access into St. James via Bayou Bridge and Zydeco.

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.

Berth Information

Dock	Max Displacement	Max LOA	Max Beam	Connections	Max Freeboard	Ballast-Slops	Gangway Provided
Main Dock #1	130,000 MT	750 Ft.	106 Ft.	6" & 8" Hoses 8" Vapor hose (1)16" Methanol arm with 12" connection (1) 12" Methanol Arm (1) 12" Vapor Arm	60 Ft.	Yes	Yes / $900
Main Dock #5	130,000 MT	950 Ft.	138 Ft.	6" & 8" Hoses 8" Vapor (2) 16" Crude Arms 12" Vapor Arm	76 Ft. Crude 60 Ft. Products	Yes	Yes / $900
Main Dock #7	N/A	N/A	N/A	8" Hoses	N/A	No	Yes
#2 Crude Dock	156,000 MT	1020 Ft.	150 Ft.	(2) 16" Crude Arms 16" Vapor Arm	76 Ft.	No	Yes / $900
#3 Barge Dock	N/A	N/A	N/A	8" Arms	N/A	No	Yes
#4 Crude Dock	200,000 MT	914 Ft.	164 Ft.	(2) 16" Crude MLA; (1) 16" Vapor MLA	67 Ft.	Yes	Yes / $900

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 delivered in accordance with this Request for Proposal, when applicable. This would not apply if a general ('blanket') waiver of the "Jones Act" requirements related to use of U.S.-flagged vessels is in place, for the marine delivery of crude oil being exchanged with the Government in this program. If a blanket waiver is not in place, a Contractor who wishes to request a waiver of such requirements, it is necessary for the Contractor 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, Contractors 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 Contractor 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 Contractor uses such vessel for the transportation of SPR crude oil, no waiver is needed.

MARAD can be contacted at:

Deputy Associate Administrator
Office of Cargo & Commercial Sealift
Maritime Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Telephone: (202) 366-4610
Fax: (202) 366-7901

EXHIBIT F continued

And additional information related to domestic shipping is available at:
https://www.maritime.dot.gov/ports/domestic-shipping/domestic-shipping

Unless otherwise specified in the Request for Proposal, a Contractor 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
Chief/Supervisory Attorney-Advisor
Cargo Security, Carriers and Restricted Merchandise Branch
Regulations and Rulings Directorate
Office of Trade
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

Contractors should identify themselves as a participant in the Government Crude Oil exchange program in this solicitation.

EXHIBIT F continued

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
1000 Independence Avenue, SW
Washington, D.C. 20585
Telephone: (202) 586-4733
Fax: (202) 586-7919

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

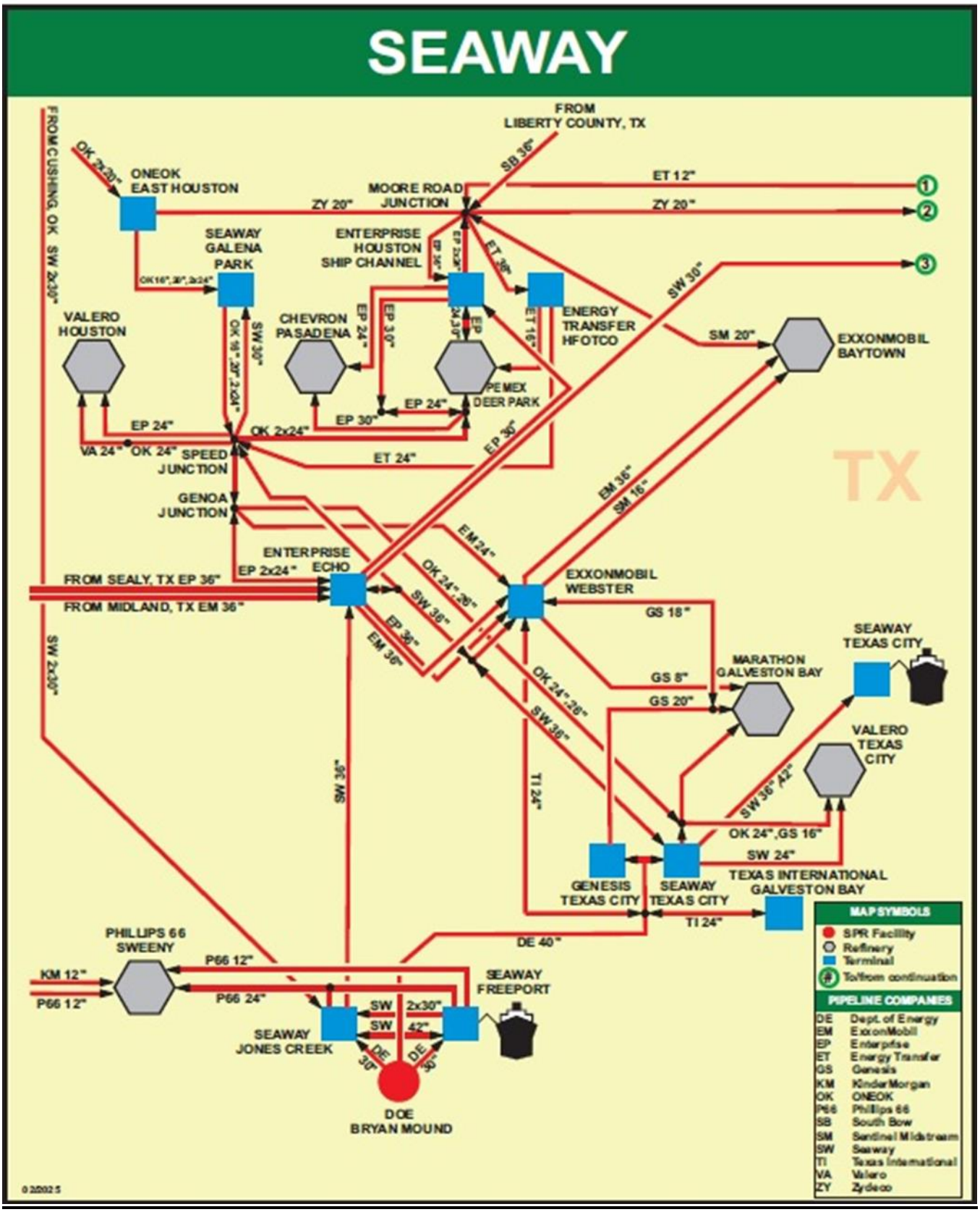
(4) Office of the Assistant Deputy Under Secretary of Defense (Transportation Policy) OADUSD

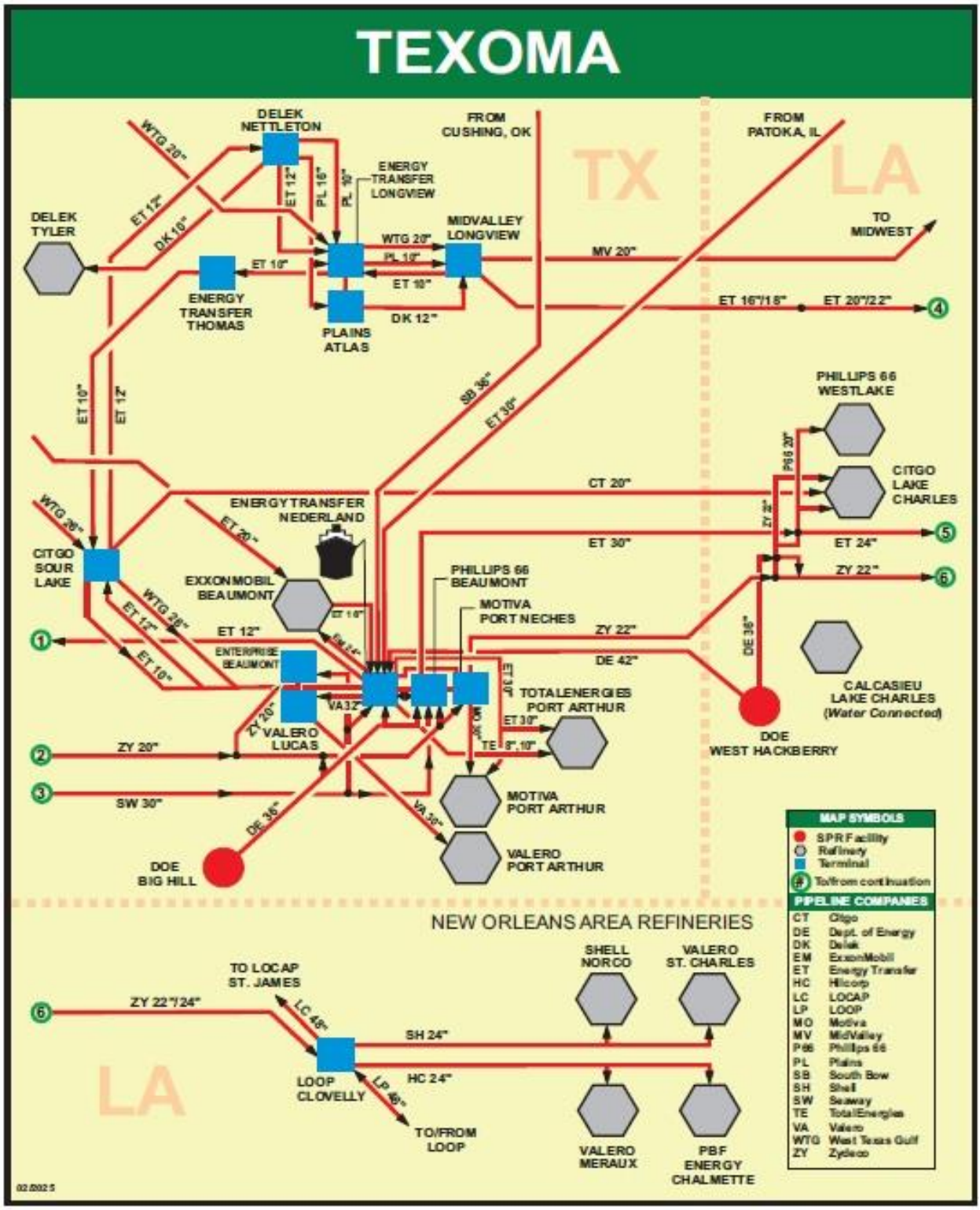
U.S. Department of Defense
3500 Defense Pentagon
Washington, DC 20301-3500
Telephone: (703) 601-4461 x102
Fax: (703) 601-4477

SECTION J.G

EXHIBIT G

DIAGRAMS OF DOE FACILITIES


SEAWAY
FROM LIBERTY COUNTY, TX
FROM CUSHING, OK SW 2x30"
ONEOK EAST HOUSTON
MOORE ROAD JUNCTION
SEAWAY GALENA PARK
ENTERPRISE HOUSTON SHIP CHANNEL
VALERO HOUSTON
CHEVRON PASADENA
PEMEX DEER PARK
ENERGY TRANSFER HFOTCO
EXXONMOBIL BAYTOWN
SPEED JUNCTION
GENOA JUNCTION
ENTERPRISE ECHO
FROM SEALY, TX EP 36"
FROM MIDLAND, TX EM 36"
EXXONMOBIL WEBSTER
MARATHON GALVESTON BAY
SEAWAY TEXAS CITY
VALERO TEXAS CITY
GENESIS TEXAS CITY
SEAWAY TEXAS CITY
TEXAS INTERNATIONAL GALVESTON BAY
PHILLIPS 66 SWEENY
SEAWAY FREEPORT
SEAWAY JONES CREEK
DOE BRYAN MOUND
TX
MAP SYMBOLS
SPR Facility
Refinery
Terminal
To/from continuation
PIPELINE COMPANIES
DE Dept. of Energy
EM ExxonMobil
EP Enterprise
ET Energy Transfer
GS Genesis
KM KinderMorgan
OK ONEOK
P66 Phillips 66
SB South Bow
SM Sentinel Midstream
SW Seaway
TI Texas International
VA Valero
ZY Zydeco


TEXOMA
TX
LA
DELEK NETTLETON
FROM CUSHING, OK
FROM PATOKA, IL
ENERGY TRANSFER LONGVIEW
DELEK TYLER
MIDVALLEY LONGVIEW
TO MIDWEST
ENERGY TRANSFER THOMAS
PLAINS ATLAS
PHILLIPS 66 WESTLAKE
CITGO LAKE CHARLES
ENERGY TRANSFER NEDERLAND
CITGO SOUR LAKE
EXXONMOBIL BEAUMONT
PHILLIPS 66 BEAUMONT
MOTIVA PORT NECHES
ENTERPRISE BEAUMONT
TOTALENERGIES PORT ARTHUR
VALERO LUCAS
CALCASIEU LAKE CHARLES (Water Connected)
DOE WEST HACKBERRY
MOTIVA PORT ARTHUR
VALERO PORT ARTHUR
DOE BIG HILL
NEW ORLEANS AREA REFINERIES
SHELL NORCO
VALERO ST. CHARLES
TO LOCAP ST. JAMES
LOOP CLOVELLY
TO/FROM LOOP
VALERO MERAUX
PBF ENERGY CHALMETTE
MAP SYMBOLS
SPR Facility
Refinery
Terminal
To/from continuation
PIPELINE COMPANIES
CT Citgo
DE Dept. of Energy
DK Delek
EM ExxonMobil
ET Energy Transfer
HC Hilcorp
LC LOCAP
LP LOOP
MO Motiva
MV MidValley
P66 Phillips 66
PL Plains
SB South Bow
SH Shell
SW Seaway
TE TotalEnergies
VA Valero
WTG West Texas Gulf
ZY Zydeco

SECTION J.H

EXHIBIT H

SPR Nomination Form

STRATEGIC PETROLEUM RESERVE

NOMINATION - CONFIRMATION

SPR Operations
Strategic Storage Partners
New Orleans, Louisiana
SSPCOL@SPR.DOE.GOV

Scheduler
Bradley Bauer (504) 453-8289
Lyle Johnson (504) 315-8431
Quantity and Quality
Ned Scheppegrell (504) 722-6146

****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
Office: Office Phone
Cell: Cell Phone
Email: Email Address

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 SSPCOL@spr.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.

DOE will pre-test each cargo prior to receipt, quality specifications have been included with nomination form. Please contact Ned Scheppegrell 504-722-6146 Ned.Scheppegrell@spr.doe.gov and or Adam Morgan 504-360-4968 Adam.Morgan@spr.doe.gov with any questions.

Blend Components and Percentages

Crude Type	%

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

Line Item	Delivery Window	Pipeline/Vessel	Volume (MB)	SPR Site	Delivery Site
	Dates	Choose an item.	Volume	Site	
	Dates	Choose an item.	Volume	Site	
	Dates	Choose an item.	Volume	Site	
	Dates	Choose an item.	Volume	Site	
		Total Volume:	Total Volume		

SECTION J.I

EXHIBIT I

LETTER OF CREDIT

Exhibit I

SAMPLE - OFFER GUARANTEE LETTER OF CREDIT

BANK LETTERHEAD
IRREVOCABLE STANDBY LETTER OF CREDIT

Date:_____

To: U.S. Department of Energy
Strategic Petroleum Reserve
900 Commerce Road East
New Orleans, LA 70123

Attn: (Mary Roark)

AMOUNT OF LETTER OF CREDIT: U.S. $ _____(_____)
CONTRACTOR: _____
REQUEST FOR PROPOSAL NO.: DE-RP96-27PO00001
LETTER OF CREDIT NO: _____
EXPIRATION DATE: _____
AMERICAN BANKERS ASSOCIATION (ABA) NO: _____

To whom it may concern:

We hereby establish in the U.S. Department of Energy's favor our irrevocable standby Letter of Credit effective immediately for the account of our customer in response to the above U.S. Department of Energy's Request for Proposal, including any amendments thereto, for the exchange of Strategic Petroleum Reserve petroleum. This Letter of Credit expires at least 14 calendar days after the date set for receipt of offers.

This letter of credit is available by your draft/s at sight, drawn on us and accompanied by a manually signed statement that the signer is an authorized representative of the Department of Energy, and the following statement:

"THIS DRAWING OF U.S. $_____ (_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____, DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE OF THE FAILURE OF _(*CONTRACTOR*)_ TO HONOR ITS OFFER TO ENTER INTO A CONTRACT FOR THE EXCHANGE OF SPR PETROLEUM FROM THE STRATEGIC PETROLEUM RESERVE, IN ACCORDANCE WITH THE U.S. GOVERNMENT'S REQUEST FOR PROPOSAL NO. DE-RP96-27PO00001, INCLUDING ANY AMENDMENTS THERETO."

Drafts must be presented for payment on or before the expiration date of this Letter of Credit at our bank. The Government may make multiple drafts against this Letter of Credit.

Upon receipt of the U.S. Department of Energy's demand by hand, mail express delivery, or other means, at our office located at_____, we will honor the demand and make payment, by 3 p.m. Eastern Time of the third business day following receipt of the demand by wire transfer of funds as a deposit to the account of the U.S. Treasury over the Fedwire Funds Service. The information to be included in each transfer will be as provided at the time of demand by the Department of Energy.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, International Chamber of Commerce Publication no. 600) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for payment at our bank on or before the expiration date.

In the event of a bankruptcy filing by the applicant prior to the expiration date of this letter of credit, the expiration date of this letter of credit will automatically be extended by one hundred twenty (120) calendar days from the expiration date.

Address all communications regarding this Letter of Credit to (name and phone number).

Very truly yours,

_____
(Authorized Signature)

_____
(Typed Name and Title)

INSTRUCTIONS FOR OFFER GUARANTEE LETTER OF CREDIT

1. The depository institution must be an account holder with the Federal Reserve Banking system with permission to send Fedwires and must have Fedwire eligibility Funds status of either Eligible or Eligible – Settlement-only.

2. Letter of Credit must not vary in substance from this attachment. Provide a copy of this attachment to your bank.

3. Banks shall fill in blanks EXCEPT those in the drawing statement**. The drawing statement is in bold print.**

4. Type name and title under authorized signature and provide documentation of authorized signature.

REQUEST FOR OFFER GUARANTEE LETTER OF CREDIT RETURNS

If you elect to have a letter of cancellation returned to you via e-mail only for cancellation of your Offer Letter of Credit, please provide information below:

Send a signed authorization to cancel the Offer LOC to the following point of contact via e-mail address:_____

Contact Phone Number: _____

SAMPLE - PAYMENT AND PERFORMANCE LETTER OF CREDIT
BANK LETTERHEAD
IRREVOCABLE STANDBY LETTER OF CREDIT

Date:_____

To: U.S. Department of Energy
Strategic Petroleum Reserve
900 Commerce Road East
New Orleans, LA 70123
Attn: (Mary Roark)

AMOUNT OF LETTER OF CREDIT: U.S.$_____(_____)
CONTRACTOR:_____
CONTRACT NO:_____
LETTER OF CREDIT NO: _____
EXPIRATION DATE: _____
AMERICAN BANKERS ASSOCIATION (ABA) NO: _____

To whom it may concern:

We hereby establish in the U.S. Department of Energy's favor our irrevocable standby Letter of Credit effective immediately for the account of our customer's above contract with the U.S. Department of Energy for the exchange of Strategic Petroleum Reserve petroleum.

This letter of credit is available by your draft/s at sight, drawn on us and accompanied by a manually signed statement that the signer is an authorized representative of the Department of Energy, and one or more of the following statements:

a. **"THIS DRAWING OF U.S. $_____(_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____ DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE (CONTRACTOR'S NAME) HAS FAILED TO RECEIVE THE SPR CRUDE OIL IN ACCORDANCE WITH THE TERMS OF CONTRACT NO. _____, INCLUDING ANY AMENDMENTS THERETO."**

b. **"THIS DRAWING OF U.S. $_____(_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____ DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE (CONTRACTOR'S NAME) HAS FAILED TO DELIVER RETURN EXCHANGE OIL IN ACCORDANCE WITH THE TERMS OF CONTRACT NO. _____, INCLUDING ANY AMENDMENTS THERETO."**

c. **"THIS DRAWING OF U.S. $_____(_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____ DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE (CONTRACTOR'S NAME) HAS FAILED TO MAKE FINAL RECONCILIATION PAYMENT IN ACCORDANCE WITH THE TERMS OF CONTRACT NO. _____, INCLUDING ANY AMENDMENTS THERETO."**

Drafts must be presented for payment on or before the expiration date of this Letter of Credit at our bank. The Government may make multiple drafts against this Letter of Credit.

Upon receipt of the U.S. Department of Energy's demand by hand, mail express delivery, or other means, at our office located at_____, we will honor the demand and make payment, by 3 p.m. Eastern Time of the third business day following receipt of the demand by wire transfer of funds as a deposit to the account of the U.S. Treasury over the Fedwire Funds Service. The information to be included in each transfer will be as provided at the time of demand by the Department of Energy.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, International Chamber of Commerce Publication no. 600) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for payment at our bank on or before the expiration date.

In the event of a bankruptcy filing by the applicant prior to the expiration date of this letter of credit, the expiration date of this letter of credit will automatically be extended by one hundred twenty (120) calendar days from the expiration date.

Address all communications regarding this Letter of Credit to (name and phone number).

Very truly yours,

_____
(Authorized Signature)

_____
(Typed Name and Title)

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE LETTER OF CREDIT

1. The depository institution must be an account holder with the Federal Reserve Banking system with permission to send Fedwires and must have Fedwire eligibility Funds status of either Eligible or Eligible – Settlement-only.
2. Letter of Credit must not vary in substance from this attachment. Provide a copy of this attachment to your bank.
3. Banks shall fill in blanks EXCEPT those in the drawing statements. **The drawing statements are in bold print.**
4. Type name and title under authorized signature and provide documentation of authorized signature.

SECTION J.J

EXHIBIT J

CARGO PREFERENCE ACT

CARGO PREFERENCE ACT

Ocean shipments of crude oil for the SPR are generally subject to the requirements of the Cargo Preference Act, as amended, Pub. L. No. 115-232, 46 U.S.C. § 55305(b). The Act provides in pertinent part that:

> When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least 50 percent of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

Thus, the Cargo Preference Act requires Government to take "steps necessary and practicable to ensure that at least 50 percent" of oil for the SPR that is transported on ocean vessels be transported on United States flag-commercial *(sic)* vessels, if such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Source: U.S. Department of Justice, Office of Legal Counsel, Office of the Assistant Attorney General, "MEMORANDUM FOR ELIZABETH H. DOLE Secretary of Transportation and DONALD P. HODEL Secretary of Energy, Re: Applicability of the Cargo Preference Act to the Transportation of Alaskan Oil to the Strategic Petroleum Reserve," September 15, 1983.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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

(10) PSC 9630, Additive Metal Materials.

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.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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"—

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 (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, 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 at13 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 the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(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 and controlled 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 least51 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 Products and Commercial

Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(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) SDVOSB 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 that it □ is, □ is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in

paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) 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 124.1001.

(6) 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.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) 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.

(10) 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:_____

(11) 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, as having been certified by SBA as a HUBZone small

business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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.

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical 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	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List as necessary)

(3) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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 Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ___

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical 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."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(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 the threshold at 9.104-5(a)(2) 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 End Product	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 the 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 CFR1.6049-4;
☐Other _____.

(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 e-mail 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 the threshold at FAR 25.703-2(a)(2) 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 (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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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) and section 889 (a)(1)(B) 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–

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS

(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 U.S. production.

3. All US Produced Crude Oil cargoes submitted to the SPR shall adhere to the Crude Oil specifications in SPR Quality Checklist Section J, C-1.1.

4. Offerors have contacted and or made initial arrangements, in case of award, with connected facilities and confirmed throughput availability for their offer/business in the applicable delivery period(s) and acknowledges the logistics of delivering oil to the SPR sites is the Offeror's sole responsibility.

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 REQUEST FOR PROPOSAL

(a) Any amendments issued to the solicitation will be posted to the SPR Internet at SPR's Crude Oil Exchange Website. Paper-form copies of amendments will not be provided. **All amendments must be acknowledged in your proposal**.

(b) The only method by which any term of this Request for Proposal may be modified is by formal amendment to the Request for Proposal 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 Request for Proposal.

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 purpose or used by the Government except for evaluation purposes, 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 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: sproilrelease@spr.doe.gov.

Submission must be received not later than 11:00 a.m. Central Time on October 21, 2026. 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 Request for Proposal 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 Instructions

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 Request for Proposal number.

b) The name, title, and signature of person authorized to sign the proposal (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. Include Offeror's Unique Entity Identifier (UEI) and Commercial and Government Entity (CAGE) Code as listed in Offeror's System for Award Management (SAM) account.

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

d) Acknowledge receipt of any amendments to this Request for Proposal 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 Request for Proposal). 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 Contract Form (refer to Section J, Exhibit B). **The offer shall remain valid for 2 calendar days 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.**

(3) Completed Offer Form. For each line item in Exhibit A.1 as applicable for which the Offeror submits an offer, the following information shall

be provided: (1) DOE SPR site(s), (2) Volume Offered, (3) Additional Premium Rate, (4) Receipt Month from SPR (5) Delivery Mode, (6) Location and (7) Return Period.

(4) Fully executed Representations and Certifications (Section K).

(5) Offer Guarantee Letter of Credit

a. Each Offeror must submit an acceptable offer guarantee. **An electronic copy of the fully executed Offer Guarantee shall be emailed to mary.roark@spr.doe.gov AND MUST be received not later than the time/date for receipt of offers. An original hardcopy of the Offer Guarantee is not required for this solicitation.** The offer guarantee must be received at the place and time specified for receipt of offers no later than the time and date set for receipt of offers.

b. An Offeror's failure to submit a timely acceptable guarantee may result in rejection of its offer.

c. The amount of the Offer Guarantee is the lower of $3 million or 5% of the offer value. **Only one (1) Offer Guarantee is required per Offeror**. Offerors are required to submit an Offer Guarantee and if awarded, a Payment and Performance Guarantee will be required. The value of the Offer Guarantee will be the five (5) day average of NYMEX WTI from Argus Direct ending two (2) trading days prior to publication of this solicitation. d. Each Offeror must submit an irrevocable standby letter of credit from a U.S. depository institution containing the substantive provisions set out in Section J, Exhibit I, Offer Letter of Credit, all letter of credit costs to be borne by the offeror. If the letter of credit contains any provisions at variance with Section J, Exhibit I or fails to include any provisions contained in Section J, Exhibit I, nonconforming provisions must be deleted and missing substantive provisions must be added or the letter of credit will not be accepted. The depository institution must be located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The depository institution must be an account holder with the Federal Reserve Banking system and a participant (on line) in the Fed's Fedwire Deposit System Network funds transfer system. The original letter of credit must be sent to the Contracting Officer. The issuing bank must provide documentation indicating that the person signing the letter of credit is authorized to do so, in the form

of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

e. If the Offeror or bank forwards the letter of credit separately from the offer, the facsimile shall clearly indicate "Offer Letter of Credit (Name of Company)".

f. The Offeror shall be liable for any amount lost by Government due to the difference between the offer and the value of the exchange oil awarded on a subsequent solicitation, and for any additional costs incurred by the Government in the event that the Offeror:

(1) Withdraws its offer prior to time specified in its offer: or

(2) Withdraws its offer after having agreed to extend its acceptance period; or

(3) Having received a notification of award, fails to furnish an acceptable payment and performance standby letter of credit (see Provision M.3) within the time limit specified by the Contracting Officer.

The offer guarantee shall be used toward offsetting such value difference or additional re-exchange costs. Use of the offer guarantee for such recovery shall not preclude recovery by Government of damages in excess of the amount of the offer guarantee caused by such failure of the Offeror.

g. Letters of Credit furnished as offer guarantees must be valid for at least 14 calendar days after the date set for the receipt of offers.

h. If offer(s) are not accepted, the Letters of Credit will be returned upon request after award.

i. If an Offeror defaults on their offer, Government will hold the offer guarantee so that damages can be assessed against it.

L.6 SYSTEM FOR AWARD MANAGEMENT

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

L.7 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING

(a) *Definition.* As used in this provision –

"Commercial and Government Entity (CAGE) code" means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that

name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.

(d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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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 Request for Proposal to the responsible Offeror (s) whose offer(s) conforming to the Request for Proposal will be the most advantageous offer to the Government and other factors considered. The following factors shall be used to evaluate offers:

(1) The offer evaluation shall be based on the most advantageous offer to the Government, with the primary factor determining winning bids to be the Contractor who offers the most advantageous additional premium, followed by volume per site, and aggregate volume across all sites as submitted by a conforming bidder on Section J, Exhibit A.1.

(2) For purposes of offer evaluation, see B.5(a).

(3) Technical - The Government intends to evaluate offers, as submitted on Offer Form at Section J, Exhibit A.1. Therefore, the Offeror's initial offer should contain the Offeror's best terms from Additional Premium, Volume Offered, Period of Exchange delivery, Period of Return Delivery 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; accept other than the best value offer; and waive informalities and minor irregularities in offers received.

b. A written notice of award or acceptance of an offer emailed 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 Request for Proposal to those responsible Offeror(s) whose offer(s) conforming to the Request for Proposal shall in the DOE's judgment be the most advantageous offer 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 volume of Exchange Oil that is less than the volume offered as submitted on the Offer Form at Exhibit A, unless the Offeror specifies otherwise in the offer, e.g., all or none. However, in no instance shall DOE award a volume less than 250,000 barrels per line item unless it is in the interest of the DOE. An Offeror may submit multiple offers, but total awards to Offeror will not exceed 10,000,000 barrels.

M.3 EVALUATION PROCEDURE FOR AWARD

a. Offers shall be evaluated based on the most advantageous offer to the Government's crude requirements, determined to be the the Contractor who offers the most advantageous additional premium, followed by volume per site, and aggregate volume across all sites as submitted by a conforming bidder on Section J, Exhibit A.1.

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

c. Each offer will be considered on its own merits in comparison with other offers for that specific line item, Contracting Officer will have the authority to select offers based upon what is the most advantageous position to the Government, in Section J, Exhibit A.1.

d. The requirements of the Cargo Preference Act of 1954, as amended, Pub. L. No. 115-232, 46 U.S.C.A. § 55305(b). (See Exhibit J.J), apply to marine vessel deliveries under this program. In order to facilitate and encourage the participation of U.S.-flag commercial vessels in the marine transportation of exchange oil to the Government, preference shall be given to reasonable offers that designate delivery on qualified U.S.-flag vessels. The Government recognizes the increased transportation costs incurred in using U.S.-flag vessels and shall consider such costs in its evaluation of offers. However, this preference does not preclude the award of contracts using foreign-flag vessels.

e. DOE will not release to the general public the identities of the Offerors, or their offer quantities and Premium, until the successful Offerors have been determined. DOE may inform all Offerors and other interested parties of the successful Offerors and their offer data, excluding exchange ratio, by means of a public posting. The posting would occur within two weeks of receipt of offers and may be found at SPR's Crude Oil Exchange Website.

f. Payment and Performance Letter of Credit

1. Within two business days after notification of award, the Purchaser/Offeror must provide to the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the United States Department of Energy equal to 100 percent of the value of the contracted quantity of the SPR Crude oil at the time of contract award and containing the substantive provisions set out in Exhibit I. **An electronic copy of the fully executed Payment and Performance Guarantee shall be emailed to mary.roark@spr.doe.gov AND MUST be received not later than the time/date for receipt of offers. An original hardcopy of the Payment and Performance Letter of Credit is not required for this solicitation.** The letter of credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The depository institution must be an account holder with the Federal Reserve Banking system and a participant (on line) in the Fed's Fedwire Deposit System Network funds transfer system. Failure to provide the letter of credit shall constitute grounds for

termination of contract(s) for default. The value of the Payment and Performance Guarantee will be the average of NYMEX WTI from Argus Direct, five (5) trading days ending two (2) trading days prior to notification of award.

The letter of credit must be an "Irrevocable Standby Letter of Credit" and MUST NOT VARY IN SUBSTANCE from the sample in Section J, Exhibit I. If the letter of credit contains any provisions at variance with Section J, Exhibit I or fails to include any provisions contained in Section J, Exhibit I, nonconforming provisions must be deleted and missing substantive provisions must be added or the letter of credit will not be accepted. The letter of credit must be effective before the first delivery of Exchange Oil, and remain in effect until ninety days after the last delivery of Return Oil to the SPR, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the letter of credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

NOTE 1: If an offeror's issuing bank is unable to provide a Payment and Performance Letter of Credit with a final expiration date equal to ninety days after the last delivery of Return Oil to the SPR, a letter of credit may contain a mutually agreeable auto renew provision provided that the final expiration date is equal to ninety days after the last delivery of Return Oil to the SPR. If a Payment and Performance Letter of Credit contains a mutually agreed upon auto renewal provision and an award is made, the offeror will be required to provide evidence to the SPR confirming each subsequent auto renewal.

NOTE 2: An offeror may submit multiple letters of credit equal to 100 percent of the contract awarded value and containing the substantive provisions set out in Attachment I; however, best efforts should be made to meet this requirement with a single letter of credit. If multiple letters of credit are submitted, DOE reserves the right to draw against any, or all, letters of credit.

2. All wire deposit and letter of credit costs will be the responsibility of the Contractor.

3. Within sixty calendar days after the inventory close-out reconciliation, barring any exceptions, (Section B.7), the Contracting Officer shall authorize the cancellation of the letter of credit and shall return it to the

bank or financial institution issuing the letter of credit. A copy of the notice of cancellation will be provided to the Contractor. However, the Government reserves the right to require an increase to the value of the Letter of Credit if at any time it becomes insufficient in relation to the remaining quantity and value of Exchange oil to be delivered.