



Department of Energy

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

April 2, 2020

Prospective Offerors:

The Department of Energy, Strategic Petroleum Reserve Project Management Office (SPRPMO), located at 900 Commerce Road East, New Orleans, Louisiana, is soliciting to provide crude oil storage for 30,000,000 barrels through an exchange of up to 22,800,000 barrels of sweet crude oil produced in the United States by United States producers to be delivered to Bayou Choctaw, Bryan Mound, and Big Hill SPR sites from May 1, 2020 through June 30, 2020, and of up to 7,200,000 barrels of sour crude oil produced in the United States by United States producers to be delivered to the West Hackberry SPR site from May 1, 2020 through June 30, 2020. Barrels received into the SPR from May 1, 2020 through June 30, 2020 will need to be delivered out of the SPR, less premium owed to the SPR by March 31, 2021. Scheduled return period to the Contractor will be between August 1, 2020 and March 31, 2021 for Bryan Mound, Big Hill, and West Hackberry sites. Scheduled Return Oil for Bayou Choctaw will be October 1, 2020 through March 31, 2021.

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-RP96-20PO00001. 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 April 9, 2020.** (Refer to Part IV, Section L.4. of the RFP.) In order to participate in Federal procurements, potential offerors must register in the System for Award Management (SAM) at <https://www.sam.gov/>.

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 (<http://www.spr.doe.gov>) website. 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 11:00 a.m., Central Time on April 8, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly M. Gele". The signature is written in a cursive style with a large, looped initial "K".

Kelly M. Gele'
Contracting Officer

Attachment



U. S. DEPARTMENT OF ENERGY
STRATEGIC PETROLEUM RESERVE
PROJECT MANAGEMENT OFFICE
NEW ORLEANS, LA



REQUEST FOR PROPOSAL

DE-RP96-20PO00001

**EXCHANGE FOR STORAGE OF
THIRTY (30) MILLION BARRELS
OF
CRUDE OIL PRODUCED IN THE U.S.
FOR THE
STRATEGIC PETROLEUM RESERVE**

TABLE OF CONTENTS

PART I - THE SCHEDULE

Section A	Cover Letter
Section B	Supplies or Services and Prices
Section C	Statement of Work
Section D	Packaging and Marking Requirements
Section E	Inspection and Acceptance
Section F	Deliveries or Performance
Section G	Contract Administration Data
Section H	Special Contract Requirements

PART II – CONTRACT CLAUSES

Section I	Contract Clauses
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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J	List of Documents, Exhibits and Other Attachments
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PART IV – REPRESENTATIONS AND INSTRUCTIONS

Section K	Representations, Certifications and Other Statements of Bidders/Offerors
Section L	Instructions, Conditions and Notices to Offerors
Section M	Evaluation Factors for Award

PART I - THE SCHEDULE

SECTION A

COVER LETTER

SECTION A
COVER LETTER
ATTACHED SEPARATELY

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

TABLE OF CONTENTS

	<u>PAGE</u>
B.1 INTRODUCTION	B-1
B.2 DESCRIPTION	B-2
B.3 DEFINITIONS	B-2
B.4 DETERMINATION OF RESPONSIBILITY	B-3
B.5 PRICING INFORMATION	B-4
B.6 RECEIPT OF CRUDE OIL AT THE DOE SITE.....	B-5
B.7 CLOSE-OUT RECONCILIATION	B-7
B.8 ADJUSTMENT FOR CRUDE OIL QUALITY DIFFERENTIAL.....	B-7
B.9 RESERVED	B-10

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 provide crude oil storage for 30,000,000 barrels through an exchange up to 22,800,000 barrels of sweet **Crude Oil produced in the United States by United States producers** to be delivered to Bayou Choctaw, Bryan Mound, and Big Hill SPR sites from May 1, 2020 through June 30, 2020, and up to 7,200,000 barrels of sour **Crude Oil produced in the United States by United States producers** to be delivered to the West Hackberry SPR site from May 1, 2020 through June 30, 2020. Barrels delivered to the SPR from May 1, 2020 through June 30, 2020 will need to be returned from the SPR, less premium owed to the SPR by March 31, 2021. Scheduled return period to the Contractor will be between August 1, 2020 and March 31, 2021 for Bryan Mound, Big Hill, and West Hackberry sites. Scheduled return period for Bayou Choctaw will be October 1, 2020 through March 31, 2021. See table on item B.6(d) for site allocations of crude oil streams offered. See table on items B.6(e) and B.6(f) for receipt and return rates to and from the SPR sites. Offers will be accepted on a competitive basis. Offerors will be mandated to provide only Crude Oil produced in the United States for fulfillment purposes. (Note: In the event that the site defined in this document is unable to receive deliveries for any reason, the DOE reserves the right to designate alternate locations for receipt. In this event DOE will compensate through adjustments to contract delivery quantities as determined by the Contracting Officer.)
- b. Offerors, which include regular sellers or distributors of crude oil, must certify (*see* Section K.3 OFFEROR CERTIFICATION) that all Crude Oil shipments delivered to the SPR pursuant to this solicitation will be sourced from U.S. entities such as: (i) individuals, corporations, partnerships, or governmental entities, (ii) which are either United States citizens, incorporated or organized in the United States, or governmental entities of the United States or one of its states.
- c. The Crude Oil offered for exchange to the DOE shall meet the specifications in Section J, Exhibit C. Acceptance of any Crude Oil offered for delivery will be subject to the Contracting Officer's approval. Gravity

and sulfur differentials will be used to determine quality adjustments for any Crude Oil delivered which varies from the quality specifications of the Crude Oil contracted. Contractor is expected to supply an assay of Exchange Oil offered at time of bid.

- d. The minimum offer quantity is 500,000 barrels with a maximum awarded contract quantity of 5,000,000 barrels per offer. An offeror may submit multiple offers, but total awards to Offeror will not exceed 10 million barrels.
- e. Crude Oil delivery period to the SPR sites will be May 1, 2020, through June 30, 2020. Requests for early deliveries to the SPR sites are encouraged and will be accommodated to the maximum extent possible on a best efforts basis, terms to be negotiated.

B.2 DESCRIPTION

Receipt and Delivery of Crude Oil to and from the Government can be made to all four (4) SPR sites, subject to scheduling and meeting quality specs in Section J, Exhibit C-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 6201, 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. This product must be produced in the United States.
- k. “Affiliate” means associated business concerns or individuals if, directly or indirectly, (1) either one controls or can control the other, or (2) a third-party controls or can control both.
- l. “FFPOCOL” means Fluor Federal Petroleum Operations Crude Oil Logistics group. Fluor Federal Petroleum Operations (FFPO) is the Management and Operating Contractor for the SPR.
- m. “DOE M&O” means Department of Energy’s Management and Operating Contractor, FFPO.
- n. “Return Oil” means that portion of crude oil being provided to the Contractor after Government receipt of Exchange Oil.
- o. “Exchange Oil” means that crude oil (U.S. Produced) which is being provided to the SPR in exchange for storage and the Return Oil received from the Government.

B.4. DETERMINATION OF RESPONSIBILITY

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

B.5 FIXED EXCHANGE RATE 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. The primary factor determining winning bids will be the **highest fixed monthly exchange ratio** submitted by a conforming bidder (on Exhibit A of Section J). The **fixed monthly exchange ratio is defined as** the number of barrels that will be retained by the DOE each month divided by the maximum total Exchange Oil barrels awarded, per contract.

- b. The offer evaluation shall be based on a computed best barrel exchange ratio to the Government. Such fixed monthly payment barrels will be charged from the first month following completion of fill on the entire subscribed contractual capacity amount, up to and including the month in which the last net barrel (contract capacity amount minus the monthly fixed exchange ratio barrels for each month in SPR storage) has been returned from SPR to the offeror. See **generic** examples below:

Example 1 - May delivery to the SPR

Assumptions:

Exchange Oil awarded to Contractor in April 2020 and delivered to SPR in May 2020
Return Oil completed delivered to Contractor October 2020

	May	June	July	August	September	October	Net Effect
Exchange Oil Volume awarded	500,000	500,000	500,000	500,000	500,000	500,000	
Fixed Monthly Exchange Ratio (Offeror submitted)	0.035	0.035	0.035	0.035	0.035	0.035	
(Less Fixed Exchange Ratio barrels owed to DOE)	17,500	17,500	17,500	17,500	17,500	17,500	87,500
Return Oil owed to Contractor (still in storage)		482,500	465,000	447,500	430,000	412,500	412,500

Note: Monthly Fixed Exchange Ratio is assessed on total Exchange Oil capacity awarded and not the remaining inventory balance.

Example 2 - June delivery to the SPR

Assumptions:

Exchange Oil awarded to Contractor in April 2020 and delivered to SPR in June 2020
Return Oil completed delivered to Contractor January 2021
Contractor takes delivery of 100,000 barrels of award in October 2020 though January 2021.

	June	July	August	September	October	November	December	January	Net Effect
Exchange Oil Volume awarded	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Fixed Monthly Exchange Ratio (Offeror submitted)	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	
(Less Fixed Exchange Ratio barrels owed to DOE)	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	70,000
Return Oil taken out of SPR (back to Contractor)					(100,000)	(100,000)	(100,000)	(130,000)	(430,000)
Return Oil owed to Contractor (still in storage)		490,000	480,000	470,000	360,000	250,000	140,000	-	-

Note: Monthly Fixed Exchange Ratio is assessed on total Exchange Oil capacity awarded and not the remaining inventory balance.

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

- a.** Maximum receipt capability of Exchange 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
West Hackberry	125,000 barrels per day
Bayou Choctaw	110,000 barrels per day

- b.** All costs associated with the transportation of the Exchange Oil and Return Oil to and from the DOE will be the responsibility of the Contractor, to include but not be limited to, tariffs, marine shipment, pipeline shipment, harbor, Oil Spill Liability Trust Fund taxes and environmental fees (including Texas Coastal protection fees), terminalling, pump-over fees, and tankage charges. To the extent H₂S scavenger is required on any shipment, said expense shall be paid by Contractor.
- c.** Within five business days after contract award, 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 to each DOE delivery location, ratable Return Oil schedule for return to the Contractor. The delivery schedule may allow for economic delivery-size marine cargoes not less than 250,000 barrels for vessels and 40,000 barrels for barges and commercial pipeline cargo shipments not less than 100,000 barrels per cargo. The DOE must approve subsequent changes to the original schedule.
- d.** The availability of storage capacity and receipt periods for Exchange Oil at the SPR are as follows:

	<u>Volume (Million Barrels)</u>		<u>Receipt Period</u>
	<u>Sweet</u>	<u>Sour</u>	
Big Hill	<u>11.5</u>		5/1/2020 – 6/30/2020
West Hackberry		<u>7.2</u>	5/1/2020 – 6/30/2020

	<u>Volume (Million Barrels)</u>		<u>Receipt Period</u>
	<u>Sweet</u>	<u>Sour</u>	
Bayou Choctaw	<u>5.2</u>		5/1/2020 – 6/30/2020
Bryan Mound	<u>6.1</u>		5/1/2020 – 6/30/2020

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

- e. While the SPR can receive the site delivery volumes as stated in B.6 (a), Offerors are cautioned that, due to commercial volumes at the terminals/pipelines, delivery time frames may be restricted. Offerors are responsible for ensuring that deliveries to the SPR can be accommodated through the applicable commercial terminals/pipelines.
- f. Maximum return capability to Contractor of Return Oil from the SPR sites can be found below:

Crude Oil Stream	DLI - Mode of Delivery	MBD Limit
Bryan Mound Sweet		
	Vessel @ Freeport	480
	Pipeline @ Texas City	500
Bayou Choctaw Sweet	Pipeline to St. James Terminal	300
Big Hill Sweet		
	Pipeline @ Sun (Non-SPR Tank)	400
	Vessel @ Sun (SPR Tank)	400
	Barge @ Sun (SPR Tank)	90
	Pipeline @ P66 Beaumont Terminal	400

Crude Oil Stream	DLI - Mode of Delivery	MBD Limit
Big Hill Sweet (continued)	Pipeline @ Shell 20-inch Pipeline	200
West Hackberry Sour		
	Pipeline @ Sun (Non-SPR Tank)	432
	Vessel @ Sun (SPR Tank)	432
	Barge @ Sun (SPR Tank)	90
	Pipeline @ Lake Charles Meter Station	288

B.7 CLOSE-OUT RECONCILIATION

- a. Prior to the last scheduled cargo of Return Oil (which must occur by March 31, 2021), the DOE and Contractor shall use the most current available information in reconciling and determining the final Return Oil quantity to the Contractor. The Government shall then utilize best efforts in delivering the estimated agreed upon quantity to the Contractor within a +/- 5 percent variance of the total Contractor volume.
- b. The Government shall return net barrels owed to the Contractor after deducting the monthly fixed exchange ratio barrels (section B.5(a)) as awarded.

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 Crude Oil delivered to the DOE versus the Return Oil delivered to the Contractor.

- b. Laboratory tests for API Gravity and Sulfur mass percent, in accordance with tests methods listed in Exhibit C-1, shall be taken when custody of the Exchange Oil is transferred to the DOE.
- c. The allowable variations from the contracted quality are as follows:

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

- d. Monetary adjustments will be used to settle the quality differentials on U.S. produced Crude Oil delivered to the SPR sites based on the following rates:
- (1) API Gravity (Sweet and Sour): Quality price adjustments will be applied to the amount of variation by which the API gravity of the Exchange Oil delivered into the SPR differs by more than plus or minus five-tenths of one degree API (+/-0.5° API) from the API gravity of the Return Oil delivered from the SPR to the Contractor. Adjustment for Crude Oil returned from the SPR will be in accordance with the GravCap table (Exhibit C.2). This will be on a cumulative weighted average basis.
 - (2) Sulfur (Sweet and Sour): Quality price adjustments will be applied to the amount of variation by which the Sulfur mass percent of the Exchange Oil delivered into the SPR differs by more than plus or minus one-tenth of one percent of total Sulfur (+/- 0.10%) from the total Sulfur of the Return Oil delivered from the SPR to the Contractor. Adjustment for Crude Oil returned from the SPR will be in accordance with the GravCap table (Exhibit C.2). This will be on a cumulative weighted average basis.

EXAMPLE: Quality Adjustment	SOUR CRUDE	SWEET CRUDE
API Gravity – Delivered to SPR bbls	35.8°	35.8°
API Gravity – Returned from SPR bbls	38.2°	38.0°
API Gravity - Quality Variance	2.4°	2.2°
Allowable Variance	±0.5°	±0.5°
Excess Variance - API Gravity	1.9°	1.7°
API Gravity \$ Adjustment per bbl	+ 28.5¢	+ 4¢
"- ¢" = SPR owes Contractor		
"+ ¢" = Contractor owes SPR		
Sulfur Wt% - Delivered to SPR bbls	1.33%	0.33%
Sulfur Wt% - Returned from SPR bbls	1.46%	0.39%

Sulfur Wt% - Quality Variance	0.13%	0.06%
Allowable Variance	±0.10%	±0.05%
Excess Variance - Sulfur Wt%	0.03%	0.01%
Sulfur Wt% \$ Adjustment per bbl	-3¢	-1¢
"- ¢" = SPR owes Contractor		
"+ ¢" = Contractor owes SPR		
Net Quality \$ Adjustment per bbl	+ 25.5¢	+ 3¢
"- ¢" = SPR owes Contractor		
"+ ¢" = Contractor owes SPR		

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

- e. There is a limit of 0.1% freewater on delivery to the SPR as measured either by Contractor's shore tank or on the vessel prior to discharge into tanks designated for DOE receipts. The inspector's gauges, witnessed by the DOE representative, either on the vessel at the dock facility or terminal shore tank, will be the method used to determine the final free water barrel amount. This clause is effective in conjunction with the Water and Sediment [Vol.%] maximum limit of 1.0% as stated in Exhibit C-1; e.g., a 500,000 barrel Exchange 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 Exchange 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 Exchange Oil delivered into SPR tankage, at the contractor's expense, to the vessel for marine receipts or to the Exchange Oil tankage for pipeline receipts.

- g. Government will make its best effort to return Crude Oil to Contractor from the same SPR location and of similar type and quality characteristics to the oil that was delivered. Exchange oil delivered to SPR will be blended together but segregated by type into compatible storage caverns. Since the new Exchange oils may impact original quality and deliverability for a particular customer; the Government reserves the right to substitute return oil at its discretion to ensure its mission remains uncompromised. Should substitution be required; the government will adjust the return with the appropriate quality differentials as outlined in this section.

- h. The quality characteristics of the Return 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. 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 H₂S concentration (which is found naturally in crude oil) greater than 10 ppm in liquid in some crude batches. Measurements of H₂S 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](#), [Crude Oil Safety Data Sheet](#), and DOE specifications sheet as seen in section J, Exhibit C-1 for more detailed oil stream composition and specifics so that conditions (such as the presence of H₂S) are expected and communicated downstream.

B.9 RESERVED

PART I - THE SCHEDULE

SECTION C

STATEMENT OF WORK

PART I - THE SCHEDULE

SECTION C

STATEMENT OF WORK

	<u>PAGE</u>
C.1 SCOPE OF WORK	C-1

SECTION C

STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractors shall deliver to the SPR sites up to thirty (30) million barrels of sweet and sour Exchange Oil during the months of May and June, 2020 unless early April deliveries have been negotiated. Exchange Oil shall comply with the SPR specifications as specified in Section J, Exhibit C. All costs associated with the delivery of Exchange 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.

Delivery of Contractor Return Oil from SPR sites shall be completed no later than March 31, 2021. Contractors will provide preferred month of return, no earlier than August 2020 at Bryan Mound, Big Hill, and West Hackberry sites. Scheduled return period will not occur before October 1, 2020 at Bayou Choctaw.

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

TABLE OF CONTENTS

	<u>PAGE</u>
E.1 CUSTODY TRANSFER MEASUREMENTS FOR DELIVERY OF CRUDE OIL TO DOE	E-1
E.2 CUSTODY TRANSFER MEASUREMENTS FOR RETURN OIL TO CONTRACTOR.....	E-4
E.3 CRUDE OIL QUALITY DETERMINATION.....	E-7
E.4 CRUDE OIL QUANTITY DETERMINATION OF EXCHANGE AND RETURN OIL.....	E-8

SECTION E

INSPECTION AND ACCEPTANCE

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

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a U.S. Government representative. The Contractor may witness the measurement and testing of 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 by the Contractor to the DOE facilities will be based on the following delivery locations:

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

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

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

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

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

NOTE: Samples from the vessel's tanks will need to be tested for contaminants prior to any receipts into Site caverns. Light Ends content will also be tested. The DOE 3rd party inspector will retrieve vessel samples

upon arrival to expedite testing. Delivery and testing can take between 8-10 hours to complete. Vessel may begin discharging into the Bryan Mound Site shore tanks and will be held in tanks until all testing is approved. In the event of any delays in delivery and/or testing, Vessel may have to slow its rate and/or stop if necessary.

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

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

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

b. St. James Terminal to Bayou Choctaw

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

c. Nederland/Sun to Big Hill

Custody transfer quantity and quality measurements will be the DOE meter skid and inline sampler located in Sun Marine Terminal. Secondary measurement for quantity will be on the Sun shore tank and quality based on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the

DOE M&O contracted third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions.

d. Phillips 66 at Beaumont to Big Hill

Custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. Secondary custody transfer quantity and quality measurements will be the Phillips 66 delivery shore tank gauges and tank composite sample for deliveries into the Big Hill pipeline. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. 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. Zydeco-Shell 20" Pipeline to Big Hill

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

f. Nederland/Sun to West Hackberry

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

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

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

E.2 CUSTODY TRANSFER MEASUREMENTS FOR RETURN OIL TO CONTRACTOR

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a U.S. Government representative. The Contractor may witness the measurement and testing of 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 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 BM 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 DOE M&O contracted third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

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 DOE Bryan Mound site. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE third party lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

c. Big Hill to Sun Tanks

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Sun/DOE meter skid and inline sampler located in Sun Marine Terminal. Secondary measurement for quantity will be the Sun shore tank and quality based on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

d. Big Hill to Phillips 66

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Phillips 66 Terminal receipt shore tank gauges

and tank composite sample. Secondary measurement for quantity and quality will be at the Big Hill Site meter and in-line sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and perform testing. 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. West Hackberry to Sun Tanks

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the Sun/DOE meter skid and inline sampler located in Sun Marine Terminal. Secondary measurement for quantity will be on the up-gauge on the Sun shore tank and quality based on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party laboratory. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

f. West Hackberry thru LCMS to Zydeco-Shell 22” Pipeline

CUSTODY TRANSFER – Custody transfer quantity and quality measurements will be the DOE LCMS meters and in-line sampler for deliveries into the Zydeco-Shell 22” pipeline. Secondary measurement for quantity will be at the WH meter and quality based on grab samples taken at the DOE Lake Charles Meter Station. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary.

g. Bayou Choctaw to Redstick

CUSTODY TRANSFER - Custody transfer quantity and quality measurements will be the Bayou Choctaw Meters and in-line sampler for deliveries into the Redstick pipeline. Secondary measurement for quantity will be the St. James meter and quality will be inline samples taken at the DOE Bayou Choctaw site. The API Gravity, Sediment and Water, and

Sulfur content will be performed by the DOE M&O contracted third party lab. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing if necessary. Contractor is responsible for terminal throughput charges and or tariffs for oil deliveries performed under these conditions.

E.3 CRUDE OIL QUALITY DETERMINATION

- a. Upon vessel arrival at a discharge terminal but prior to discharge, the ship's composite tank sample shall be tested and verified by a DOE M&O contracted facility for API Gravity and S&W by Centrifuge to allow commencement of discharge. Prior to delivery to the SPR site, the DOE will need a sample of the cargo being delivered for preliminary testing by the DOE. The government inspector will sample the cargo prior and perform testing. To avoid delay due to logistics, the customer may provide the DOE with recent sampling for testing for all pipeline and or vessel cargoes.
- b. The quality of the Exchange Oil that is delivered by the Contractor to the DOE will be determined from samples taken, in order of preference, (1) from a representative sample collected by an automatic sampler whose performance has been proven in accordance with the API Manual of Petroleum Measurement Standards, Chapter 8 Section 2, Automatic Sampling of Petroleum and Petroleum Products (ASTM D4177), latest edition; or (2) from the Contractor's tankage in accordance with API Manual of Petroleum Measurement Standards, Chapter 8 Section 1, Manual Sampling of Petroleum and Petroleum Products (ASTM International (ASTM) D4057), latest edition; or (3) from a representative vessel composite sample obtained in accordance with the API Manual of Petroleum Measurement Standards Chapter 17 – Marine Measurement, Section 2 – Measurement of Cargoes On Board Tank Vessels. Preference will be given to samples collected by means of an automatic sampler when such a system is available and operational.

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

- c. If the Exchange Oil tendered for delivery to the DOE does not meet the Crude Oil specifications as provided in Section J, Exhibit C, 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 DOE M&O 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 DOE M&O's contracted third party inspection company's lab. Such services, however, will be for the account of the Contractor. Should the Contractor opt not to witness the testing, then the Government findings will be binding on the Contractor.
- e. For pipeline deliveries of Exchange Oil to the SPR storage site, the Contractor shall ensure that the commercial pipeline carriers provide DOE M&O's contracted third party inspection company access to the pipeline facilities for the obtaining of Exchange Oil samples.

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

E.4 CRUDE OIL QUANTITY DETERMINATION OF EXCHANGE AND RETURN OIL

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

deducting the tank's free water, and the entrained Sediment and Water as determined by the testing of composite all levels samples taken from the delivery tanks.

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

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

	<u>PAGE</u>
F.1 SCHEDULING OF CRUDE OIL MOVEMENTS.....	F-1
F.2 DELIVERY AND RECEIPT DOCUMENTATION OF CRUDE OIL.....	F-4
F.3 PERIOD OF PERFORMANCE.....	F-4

SECTION F

DELIVERIES OR PERFORMANCE

F.1 SCHEDULING OF EXCHANGE AND RETURN OIL MOVEMENTS

- a. For all deliveries for the month of May and June, the Contractor shall nominate a delivery program to the DOE not later than April 20, 2020. The Government will respond to the Contractor not later than five 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. The delivery time allotted to each Contractor during the month shall be limited to each Contractor's percentage volume of the total volume scheduled by the SPR for the month. Delivery program nominations received by DOE subsequent to the required time period will be handled by DOE on a first-come first-served basis. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.
 - (1) No later than seven calendar days prior to the delivery month, the Contractor shall narrow the five-day delivery range to a three-day delivery window and nominate the name of the vessel, the vessel quality data, the expected date of arrival, and the volume to be delivered. The DOE will accept or reject the nomination, without prejudice, and advise the Contractor within one calendar day of the disposition of the vessel nominated. Due to SPR receipt capabilities as defined in Section B.6.a and possible scheduling conflicts, certain limitations may be applied to the accepted three-day delivery windows. A Contractor may be required to modify the three-day

delivery window nomination to an alternate period within the established five-day delivery range.

- (2) The Contractor, or its designated agent, will provide pre-arrival notices 72 hours, 48 hours and 24 hours prior to discharge to both the DOE and the discharge terminal.
 - (3) Return Oil deliveries shall be provided to the DOE not later than fourteen (14) days prior to the month in which deliveries will be made.
- 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 DOE or its interconnecting pipelines. Nomination information regarding these movements will be provided to the DOE not later than fourteen (14) days prior to the month in which deliveries will be made.
 - d. The Contractor shall be responsible for meeting all delivery requirements imposed by the commercial facilities, including complying with the rules, regulations and procedures contained in applicable port/terminal manuals, pipeline tariffs, or other applicable documents.
 - e. If there is a conflict between vessel schedules submitted in accordance with paragraph F.1.a., and pipeline schedules submitted in accordance with paragraph F.1.b., the Government will resolve in favor of the pipeline schedule.
 - f. Whenever an inspector and/or loss control representative is appointed by the Contractor to witness the delivery operation (gauging, sampling, testing, etc.), written notification shall be provided to the DOE, no later than 72 hours prior to the scheduled date of each applicable cargo delivery to or from the DOE.
 - g. Absence of the name(s) of a Contractor's inspector and/or representative on the delivery documentation constitutes acceptance by the Contractor of the delivery quantity and quality as determined by the DOE and/or its representative(s).
 - h. The Contractor is solely responsible for making the necessary arrangements with terminals and pipeline carriers, including tankage, to achieve any minimum rate/quantity required by connecting commercial facilities to ensure Crude Oil deliveries are made to DOE delivery location.

- i. Because this is considered a domestic move, the Jones Act, 46 U.S. C. § 55102 Transportation of Merchandise, is the determinative maritime transportation law. See 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 Exchange Oil deliveries, to include but not limited to, the load quantity/quality, departure timeframes and all pertinent data. The Contractor or Contractor's vessel agent shall provide to DOE, upon DOE request, the following load port Exchange Oil quality results prior to vessel arrival at discharge port: API Gravity, Sulfur, Sediment, and Water. Additionally, pre-arrival information shall be provided regarding ETAs and any special delivery requirements that may affect the expedient discharge of the vessel. Upon arrival at the discharge port, the Contractor or Contractor's vessel officer shall provide a vessel load port sample to the DOE third party inspector.
- k. Due to varying conditions of vessel delivery and shipping or pipeline transmission, the quantity actually delivered may vary by +/-5 percent for each shipment. However, in accordance with Section B.6 and B.7, the Contractor shall engage sufficient transportation capacity during the month's scheduled deliveries in order to insure that the total contracted quantity will be delivered, without exceeding the agreed upon quantity.

F.2 DELIVERY AND RECEIPT DOCUMENTATION OF OIL MOVEMENTS

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

F.3 PERIOD OF PERFORMANCE

- a. The window for Exchange Oil deliveries to the SPR sites will be May 1, 2020 through June 30, 2020. Requests for early deliveries will be accommodated to the maximum extent possible on a best efforts basis, terms to be negotiated. Preference for delivery ranges will be given to those

Contractors who were awarded the highest volume of Exchange Oil, in descending order, at each SPR receiving terminal/site, except that conflicts between marine and pipeline schedules will be resolved in favor of pipeline deliveries. Nominations received subsequent to due date (reference section F.1.a) will negate the order of preference and will be scheduled on available basis. All deliveries to the SPR sites must be completed on or before June 30, 2020. All returns to the Contractor must be completed no later than March 31, 2021.

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

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

	<u>PAGE</u>
G.1 DOE SPR CORRESPONDENCE PROCEDURES.....	G-1
G.2 BILLING INSTRUCTIONS	G-2

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 DOE SPR CORRESPONDENCE PROCEDURES

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

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

- a. Contracting Officer's email address is:

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

- b. The Contract Specialist's email address is:

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

- c. The Technical Representative's email address is:

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

Alternate Technical Representative's email address is:

Racheal Baldwin
Racheal.Baldwin@spr.doe.gov
O: (504) 734-4238 / C: (504) 273-8758

- d. FFPOCOL@spr.doe.gov

G.2 BILLING INSTRUCTIONS

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

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

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

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

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

A proper invoice must include the following:

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

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

	<u>PAGE</u>
H.1 TITLE TO CRUDE OIL	H-1
H.2 NATIONAL AND OPERATIONAL EMERGENCIES.....	H-1
H.3 FORCE MAJEURE.....	H-1

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TITLE TO CRUDE OIL

- a. Title to the Exchange Oil delivered to the SPR will be transferred to the DOE at the custody transfer measurement locations listed in Section E.1.
- b. The DOE shall have the right to reject any Exchange 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 Exchange Oil being provided to the DOE.

H.2 NATIONAL AND OPERATIONAL EMERGENCIES

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

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

PART 1 – THE SCHEDULE

SECTION I

CONTRACT CLAUSES

Table of Contents

	<u>PAGE</u>
I.1 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	I-1
I.2 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE.....	I-3
I.3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	I-4

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 <https://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://portal.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>.

(End of clause)

I.3 Contract Terms and Conditions - Commercial Items.

(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 postacceptance 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 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 32.608-2 of the Federal Acquisition Regulation 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; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 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; and (9) the specification.

(t) Removed and 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

TABLE OF CONTENTS

	<u>PAGE</u>
J.A	EXHIBIT A – OFFER FORM.....J-1
J.B	EXHIBIT B – CONTRACT FORM.....J-3
J.C-1	EXHIBIT C-1 – SPR CRUDE OIL SPECIFICATIONS.....J-5
J.C-2	EXHIBIT C-2 – SPR GRAVCAP TABLES FOR QUALITY ADJUSTMENTJ-8
J.D	EXHIBIT D – MATERIAL INSPECTION AND RECEIVING REPORT (DD 250).....J-15
J.E	EXHIBIT E – CRUDE OIL DELIVERY LOCATION INFORMATIONJ-19
J.F	EXHIBIT F – JONES ACTJ-31
J.G	EXHIBIT G – DIAGRAM OF DOE FACILITIES.....J-36
J.H	EXHIBIT H – SPR NOMINATION FORMJ-40

SECTION J.A

EXHIBIT A

OFFER FORM

SECTION J.B

EXHIBIT B

CONTRACT FORM

EXHIBIT B

CONTRACT FORM

SPR Crude Oil Purchase	CONTRACT NUMBER	Page 1 of ____
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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.

SPR SITE(S)*	TOTAL VOLUME OFFERED	EXCHANGE GRADE/TYPE	API GRAVITY	SULFUR % MASS	MONTHLY FIXED EXCHANGE RATIO	DELIVERY MODE**	LOCATION***

Total Contract value shall not exceed \$
Accounting & Appropriation Data:

EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT	
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:	DATE:
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 Acquisition and Sales Division Strategic Petroleum Reserve	

SECTION J.C-1

EXHIBIT C-1

SPR CRUDE OIL SPECIFICATIONS

EXHIBIT C-1

**STRATEGIC PETROLEUM RESERVE
CRUDE OIL SPECIFICATIONS^a
(SPRO March 2020)^{e1}**

CHARACTERISTIC	SOUR	SWEET	PRIMARY ASTM TEST METHOD ^b
API Gravity [°API]	30-45	30-45	D1298 or D5002
Total Sulfur [Mass %], max.	1.99	0.50	D4294
Pour Point [°C], max.	10	10	D97
Salt Content [Mass %], max.	0.050	0.050	D6470
Viscosity			
[cSt @ 15.6°C], max.	32	32	D445
[cSt @ 37.8°C], max.	13	13	
Vapor Pressure			
[VPCR4(100F),psia(KPa)], max.	10 psia (68.9 Kpa)	10 psia (68.9 KPa)	ASTM 6377
Total Acid Number [mg KOH/g], max.	1.00	1.00	D664
Water and Sediment [Vol. %], max.	1.0	1.0	473 and D4006, or D4928
Yields [Vol. %]			D2892 and D5236 ^c
Naphtha [28-191°C]	24-30	21-42	
Distillate [191-327°C]	17-31	19-45	
Gas Oil [327-566°C]	26-38	20-42	
Residuum [>566°C]	10-19	14 max.	
Light Ends [Liquid Vol. %] ^d , max			
Methane (C ₁)	0.01	0.01	IP344 or ITM 6008
Ethane (C ₂)	0.1	0.1	
Propane (C ₃)	1.0	1.0	

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

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

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

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

^d Light ends content specifications are interim and will be superseded if and when industry standards for light ends evaluation are implemented.

- NOTE 1: The Strategic Petroleum Reserve reserves the right to refuse to accept any Crude Oil which meets these specifications but is deemed to be incompatible with existing stocks, or which has the potential for adversely affecting handling.
- NOTE 2: The acceptability of any Crude Oil depends upon any assay typical of current production quality of the stream. Assays typical of current production quality are mandatory for any Crude Oil not received by the SPR within the last three years. Any Crude Oil offered to the Strategic Petroleum Reserve that meets these specifications may be subject to additional testing for acceptance.
- NOTE 3: All Crude Oil shipments received by the SPR are tested to ensure they meet specifications. Crude streams found consistently not meeting required specifications will be removed from the list of acceptable Crude Oils.
- NOTE 4: All Crude Oil shipments received by the SPR pursuant to this solicitation must be sourced from U.S. producers.
- NOTE 5: Vapor pressure change per Strategic Petroleum Reserve Vapor Pressure Committee March 2020.

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						
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						
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						
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	For API GRAVITY values above 55.0° API the differential continues to decline 0.015/bbl. per 0.1° API GRAVITY.	
37.2	5.040	43.2	5.100	49.2	4.470		
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												
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												
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		
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		

For Sulfur Values
above 4.00%, the
differential continues
to increase 0.01/BBL
per 0.01 Percent
Sulfur

SECTION J.D

EXHIBIT D

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

DD FORM 250/250-1

REQUEST FOR PROPOSAL
DE-RP96-20PO00001

MATERIAL INSPECTION AND RECEIVING REPORT						FORM APPROVED OMB No. 0704-0248									
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, (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), Arlington, 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.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTRAINED IN THE DFARS, APPENDIX F-401.</p>															
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.		2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN		5. DISCOUNT TERMS		6. INVOICE NO./DATE		7. PAGE OF		8. ACCEPTANCE POINT	
DOE OWNED CRUDE OIL												1		1	
9. PRIME CONTRACTOR CODE Fluor Federal Petroleum Operations 850 S. Clearview Pkwy. New Orleans, LA 70123				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. (Indicate number of shipping containers - type of container- container number.)	DESCRIPTION		17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT								
1	Gross			NET @ 60° F.	BARRELS										
21. CONTRACT QUALITY ASSURANCE a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> 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.						b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.									
DATE			SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			DATE			SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
TYPED NAME:			TITLE:			Mailing Address:			COMMERCIAL TELEPHONE NUMBER:						
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:															

SECTION J.E

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

Contact for delivery information
Oil Movements Scheduling
Chuck Costanza Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Office: 504-734-4733 FAX: 504-818-5733 Alternate: Ned Scheppegrell Office: 504-734-4604 Cell: 504-722-6146 E-Mail FFPOCOL@SPR.DOE.GOV

(i) Sun Marine Terminal, Nederland, TX

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

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

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

(iii) Enterprise Products

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

Justin Shobe – Supervisor, Daily Scheduling (713) 381-4557
Sam Caplan, Seaway Daily Scheduler (713) 381-4707
Patrick Batts, Seaway Daily Scheduler (713) 381-6865
Kyle Price, Texas City Daily Scheduler (713) 381-6205
Steven Owens, Supervisor, Monthly Distribution (713) 381-4250
Chamesha Randall, Coordinator, Distribution (713) 381-5861

Field Management

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

(iv) Exxon Mobil Pipeline

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

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

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

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

SEAWAY ENTERPRISE FREEPORT TERMINAL

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

CRUDE OIL STREAMS: Bryan Mound Sweet and Bryan Mound Sour

DELIVERY POINTS: Seaway Terminal marine dock facility number

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

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

MAXIMUM LENGTH

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

MAXIMUM BEAM: Docks 2 and 3 - 145 feet

MAXIMUM DRAFT

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

BARGE LOADING CAPABILITY:

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

OILY WASTE RECEPTION FACILITIES:

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

CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

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

CUSTOMARY ANCHORAGE:

Normal

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

Winter

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

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

SUNOCO LOGISTICS TERMINAL

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

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

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

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

MAXIMUM LENGTH OVERALL (LOA):

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.

**EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)**

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

BARGE LOADING CAPABILITY:

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 used by Tugs and Barges as a waiting area until they are called in to berth at the Terminal, as long as they do not interfere with any vessel in

this area. Deep draft vessels are required to make arrangements with the Terminal's Marine Scheduler for use of any of (SPMT's) lay berths off the Island adjacent to the Terminal.

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

SHELL Zydeco 22-INCH/DOE LAKE CHARLES PIPELINE CONNECTION

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

CRUDE OIL STREAMS: West Hackberry Sweet and West Hackberry Sour

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

MARINE DISTRIBUTION FACILITIES: None

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

EMPCo SUGARLAND TERMINAL

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

CRUDE OIL STREAMS: Bayou Choctaw Sweet and Bayou Choctaw Sour

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

TANKSHIP DOCKS: 2 Docks: Nos. 1 and 2 Vessel criteria

Sugarland	Dock 1	Dock 2
LOA	940'	940'
Deadweight	123,000	123,000
Displacement	104,000	104,000
Draft	35 ft.	40 ft.
Water	Fresh	Fresh
Air Draft	153 ft.	154 ft.

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

BARGE LOADING CAPABILITY: Dock 1

OILY WASTE RECEPTION FACILITIES:

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

EMPCo SUGARLAND TERMINAL

FACILITIES FOR RECEPTION OF DIRTY BALLAST, CARGO SLOPS AND ENGINE-ROOM OILY WASTES:

Terminal does not facilitate nor handle these types of cargoes.

CUSTOMARY ANCHORAGE:

There are various areas of anchorage and waiting areas along the River to St. James. They can be identified through the vessel's agents and river pilots.

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

Phillips 66 BEAUMONT TERMINAL

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

PETROLEUM STREAMS: Big Hill Sweet and Big Hill Sour

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

TANKSHIP DOCKS: 1 Dock (No. 2)

MAXIMUM LENGTH

OVERALL (LOA): 1,020 feet

MAXIMUM BEAM: 150 feet

MAXIMUM DEADWEIGHT TONS (DWT):

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

BARGE LOADING CAPABILITY: None

OILY WASTE RECEPTION FACILITIES:

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

CUSTOMARY ANCHORAGE:

South of Sabine Bar-Buoy. There is an additional anchorage at the Sabine Bar for vessels with draft of 39 feet
or less.

SHELL Zydeco (Houston-Houma) 20-INCH PIPELINE (SPL)

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

PETROLEUM STREAMS: Big Hill Sweet and Big Hill Sour

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

MARINE DISTRIBUTION FACILITIES: None

SECTION J.F

EXHIBIT F

JONES ACT

EXHIBIT F

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

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

MARAD can be contacted at:

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

EXHIBIT F continued

And additional information related to domestic shipping is available at:

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

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

Contractors should identify themselves as a participant in the Government Crude Oil exchange program in this Request for Proposal XX.

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, FE-40
1000 Independence Avenue, SW
Washington, D.C. 20585
Telephone: (202) 586-4733
Fax: (202) 586-7919

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

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

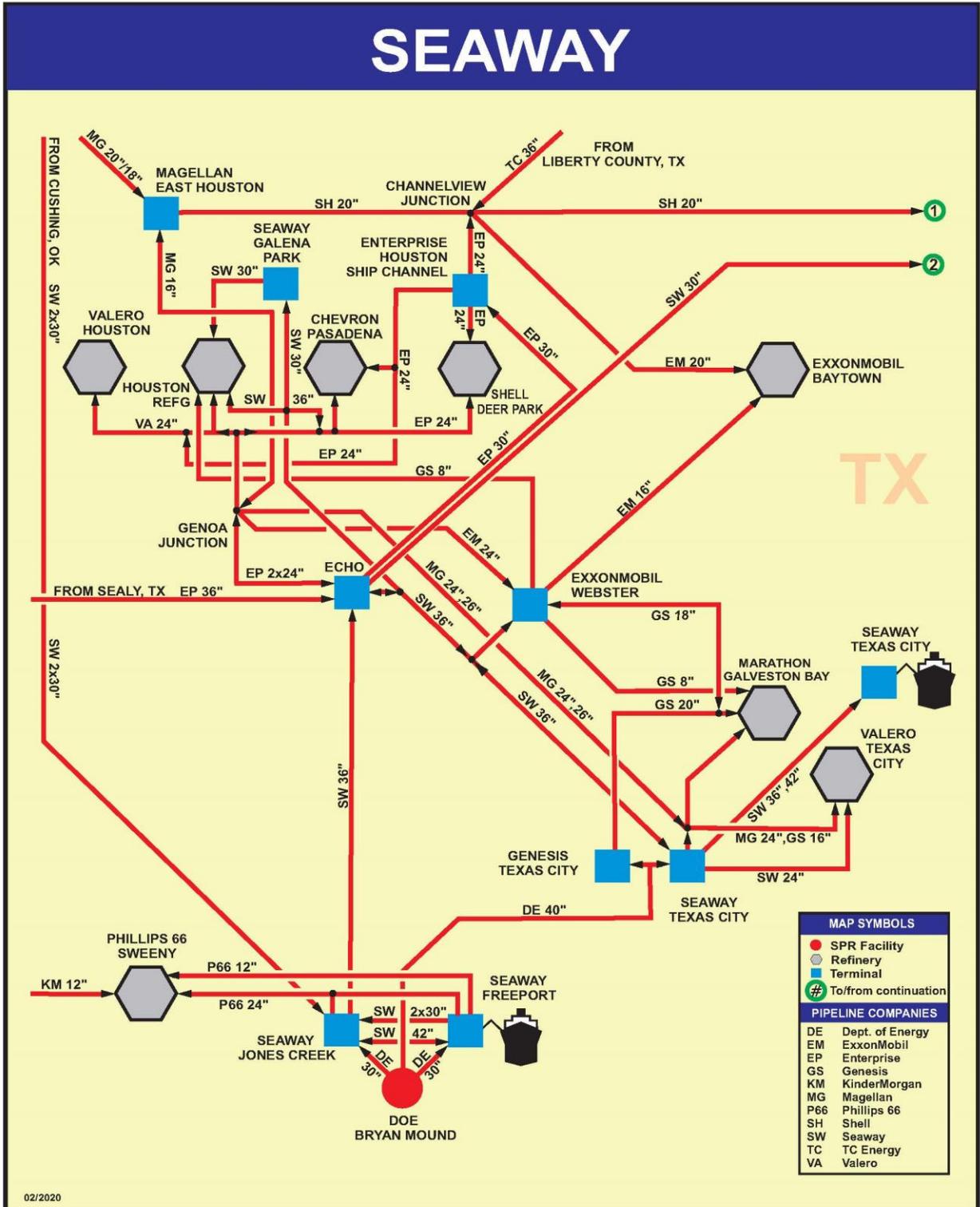
EXHIBIT F continued

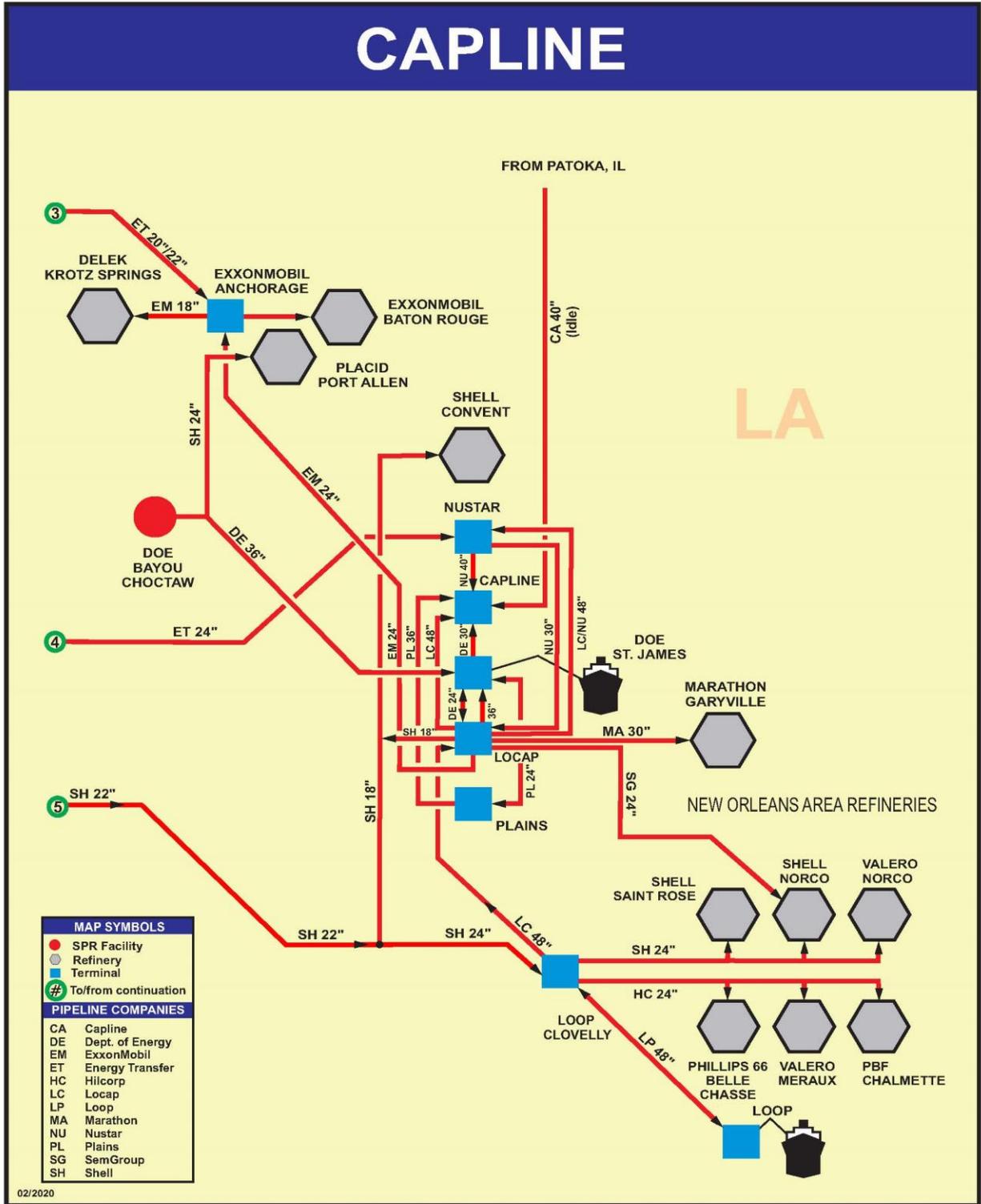
U.S. Department of Defense
3500 Defense Pentagon
Washington, DC 20301-3500
Telephone: (703) 601-4461 x102
Fax: (703) 601-4477

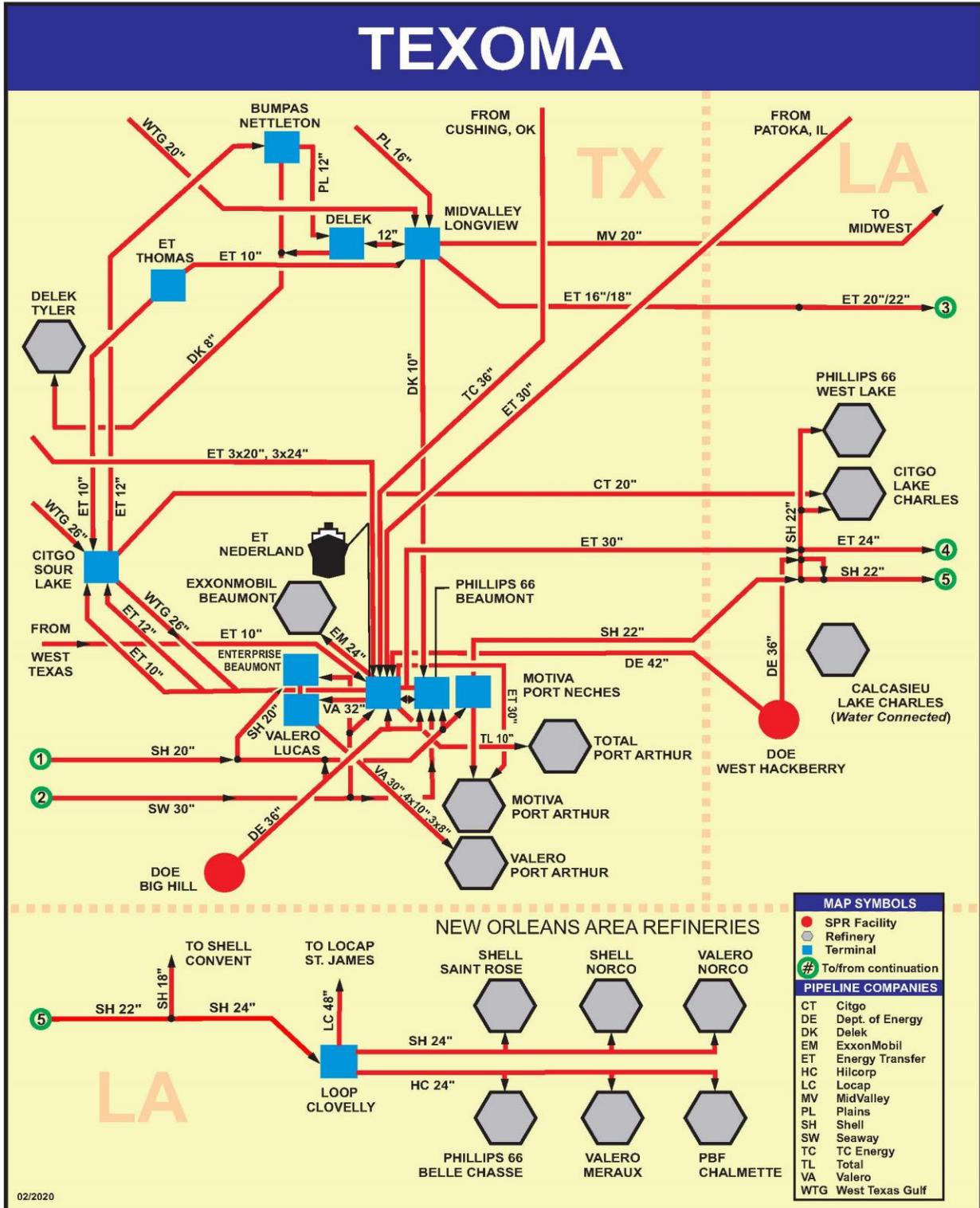
SECTION J.G

EXHIBIT G

DIAGRAMS OF DOE FACILITIES







SECTION J.H

EXHIBIT H

SPR Nomination Form

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

**REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

**REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

Table Of Contents

	<u>PAGE</u>
K.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS	K-1
K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS	K-25
K.3. OFFEROR CERTIFICATION	K-27

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS

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

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

Women-owned small business concern means a small business concern-

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

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

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

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

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

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

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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

_____.) Each WOSB concern eligible

under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee

percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

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

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

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

of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

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

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

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

Canadian End Products:

Line Item No. _____

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Line Item No. Country of Origin

(List as necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No. _____

Country of origin _____

(List as necessary)

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

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

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

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

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(1) Listed end products.

[]

[]

Listed Countries of Origin

[]

[]

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

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

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general

public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that-

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

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

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

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

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

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

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

Immediate owner CAGE code: [].

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

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [].

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

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

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

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

(2) The Offeror represents that-

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

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

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

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

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

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

(s) (Reserved)

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

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

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

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

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

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

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

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

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

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

K.2 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 Crude Oil **produced in the United States by** U.S. producers.

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

TABLE OF CONTENTS

	<u>PAGE</u>
L.1 FALSE STATEMENTS	L-1
L.2 AMENDMENTS ISSUED TO THE SOLICITATION	L-1
L.3 RESTRICTION ON DISCLOSURE AND USE OF DATA	L-1
L.4 TIME AND DATE PROPOSALS ARE DUE, ELECTRONIC SUBMISSION	L-2
L.5 PROPOSAL PREPARATION INSTRUCTIONS	L-2
L.6 SYSTEM FOR AWARD MANAGEMENT	L-4
L.7 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	L-5

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 Request for Proposal will be posted to the SPR Internet at www.spr.doe.gov. 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 propose or used by the Government except for evaluation proposes, shall;

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

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

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

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

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

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

Submission must be received not later than 11:00 a.m. Central Time on April 9, 2020. Offeror is responsible to verify receipt of proposal.

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

L.5 PROPOSAL PREPARATION INSTRUCTIONS

- (a) General

Proposals are expected to conform to the 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 Instruction

The proposal shall consist of the actual offer to enter into a contract to provide the desired item. It also includes required representations and certifications and other administrative information.

The proposal shall include the following (in the order listed):

- (1) Cover Letter. The cover letter shall include, but not be limited to, the following:
 - a) The 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. Also include Offeror DUNS number.
- c) The names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to represent the Offeror in contractual matters, including negotiations.
- d) Acknowledge receipt of any amendments to this 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 48 hours unless indicated otherwise or the validity would terminate on Saturday, Sunday or a U.S. federal holiday. If validity would terminate on Saturday, Sunday or a U.S. federal holiday, the offer shall remain valid until the same time on the next succeeding day which is not a Saturday, Sunday or U.S. federal holiday.**
- (3) Completed Offer Form. For each line item in Exhibit A for which the Offeror submits an offer, the following information shall be provided: (1) DOE SPR site(s), (2) Volume Offered, (3) Exchange grade crude

type [must be 3 decimals], (4) API, (5) Sulfur, (6) Monthly Fixed Exchange Ratio, (7) Delivery mode and (8) Location. .

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

L.6 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 shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(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://www.sam.gov> for information on registration. (End of provision)

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

TABLE OF CONTENTS

M.1 EVALUATION - COMMERCIAL ITEMS..... M-1

M.2 CONSIDERATION OF OFFERS M-2

M.3 EVALUATION PROCEDURE FOR AWARD M-2

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, price 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, determined to be the highest fixed monthly percentage exchange ratio for Exchange Oil volume delivered into SPR site.
- (2) For purposes of offer evaluation, see B.5(a). See exchange ratio calculation at section B.5(b).
- (3) Technical - The Government intends to evaluate offers, as submitted on Offer Form at Section J, Exhibit A, and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from an exchange ratio and technical standpoint (e.g. such as meeting DOE Crude Oil specifications as seen at Section J, Exhibit C). 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 highest offer; and waive informalities and minor irregularities in offers received.

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

M.2 CONSIDERATION OF OFFERS

- a. The DOE shall award contract(s) resulting from this 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 500,000 barrels or volume greater than 5,000,000 barrels unless it is in the interest of the DOE.

M.3 EVALUATION PROCEDURE FOR AWARD

- a. Offers shall be evaluated based on the most advantageous offer to the Government's crude requirements, determined to be the **highest fixed monthly exchange ratio** (see B.5(a)) for delivery into the DOE SPR Site.
- b. Submission of offers that include multi-barrel exchange ratio or 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, Contract Officer will have the authority to

select offers based upon what is the most advantageous position to the Government, in Section J, Exhibit A.