



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



CONTRACT NO. 89243523CCR000006

**SUNOCO PARTNERS MARKETING &
TERMINALS LP**

**PURCHASE UP TO THREE MILLION
BARRELS OF
U.S. PRODUCED SOUR CRUDE OIL
FOR THE
STRATEGIC PETROLEUM RESERVE**

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PART I - THE SCHEDULE

SECTION A

SOLICITATION/CONTRACT FORM

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 23CR000213		PAGE OF 1 2	
2. CONTRACT NO. 89243523CCR000006		3. AWARD/ EFFECTIVE DATE 06/06/2023		4. ORDER NUMBER		5. SOLICITATION NUMBER 89243523RCR000004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mary Roark		b. TELEPHONE NUMBER (No collect calls) 504-734-4195		8. OFFER DUE DATE/LOCAL TIME 05/31/2023 1000 CD	
9. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 424720 SIZE STANDARD: 200			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Section J, Exhibits E and G		16. ADMINISTERED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		17. RATING	
17a. CONTRACTOR/OFFEROR SUNOCO PARTNERS MARKETING and TERMINALS L.P.		18a. PAYMENT WILL BE MADE BY		19. RATING		20. RATING	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		21. QUANTITY		22. UNIT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b) (4)		23. UNIT PRICE		24. AMOUNT	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: <u>Sunoco</u> OFFER DATED <u>05/31/2023</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>Line Item 1</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		30b. NAME AND TITLE OF SIGNER (Type or print) HARRY YATES <i>President</i> CAJONIA TRADING		30c. DATE SIGNED 5/31/23		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) KELLY GELE Digitally signed by KELLY GELE Date: 2023.06.09 10:03:31 -05'00'	
31b. NAME OF CONTRACTING OFFICER (Type or print) Kelly M. Gele		31c. DATE SIGNED 06/09/2023		32. TOTAL AWARD AMOUNT (For Govt. Use Only) (b) (4)			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Accounting Data:</p> <p>Fund: 00706 Appr Year: 2022 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1611327 Project: 0000000 WFO: 0000000 Local Use: 0452234</p> <p>Funded: (b) (4)</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL COMPLETE PARTIAL FINAL


38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (*Print*)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)

 42c. DATE REC'D (*YY/MM/DD*) 42d. TOTAL CONTAINERS

EXHIBIT B

CONTRACT FORM

SPR Crude Oil Purchase		CONTRACT NUMBER 89243523CCR000006					Page 1 of 1	
		89243523RCR000004						
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor below identified. The Contractor agrees to make available the Crude Oil to the Government SPR Site(s) in the volume amount identified below and the Government agrees to make payment in accordance with the terms and conditions of this contract.								
Line Item	SPR SITE(S)*	TOTAL Contracted Volume	CRUDE OIL GRADE/TYPE	Contract Price	API Gravity	SULFUR % MASS	DELIVERY MODE**	LOCATION***
1	BH	300,000	Domestic Sour	(b) (4)	33.6	1.73%	P/L	Nederland Terminal (BH)
2								
3								
4								
5								
Total Contract value shall not exceed \$				(b) (4)				
Accounting & Appropriation Data:				Requisition No 23CR000213				
EXECUTION BY CONTRACTOR					EXECUTION BY GOVERNMENT			
DATE (Day, Month, Year) 5/31/2023					UNITED STATES OF AMERICA BY: KELLY GELE Digitally signed by KELLY GELE Date: 2023.06.09 10:05:22 -05'00'			DATE: 06/09/2023
NAME OF CONTRACTOR Sunoco Partners Marketing and Terminals L.P.					NAME AND TITLE OF CONTRACTING OFFICER Kelly M. Gele' Contracting Officer			
ADDRESS (Street, City, State & Zip Code) (Type or Print) 8111 Westchester Dr, Suite 600 Dallas, TX 75225								
INTERNET ADDRESS www.energytransfer.com					U. S. Department of Energy Acquisition and Sales Division Strategic Petroleum Reserve			
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under Signature)  HARRY VATES PRINCIPAL CRUDE TRADER								

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 INTRODUCTION

- a. The Department of Energy (DOE), Strategic Petroleum Reserve Project Management Office (SPRPMO) is soliciting to purchase up to 3,000,000 barrels of sour Crude Oil **produced in the United States by United States producers** to be delivered to Big Hill SPR site. 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.
- b. Offerors, which include regular sellers or distributors of crude oil, must certify (*see* Section K.3 OFFEROR CERTIFICATION) that all Crude Oil shipments received by the SPR pursuant to this solicitation (i) will be sourced from U.S. production, (ii) and adhere to the quality specifications pursuant to Section J, Exhibit C1.
- c. The U.S. produced Crude Oil offered for sale to the DOE shall meet the specifications in Section J, Exhibit C1. 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 economic quality adjustments for any Crude Oil delivered which varies from the quality specifications of the Crude Oil contracted. The Offeror is required to supply: 1) a completed Sour Quality Statement Section J, Exhibit C1.1 of U.S. produced Crude Oil offered at time of bid as identified on the Offer Form A. If the Sour Quality Statement is not submitted with the bid package, then the bid package may be considered incomplete. An applicable assay which supports data Offerors supply in Sour Quality Statement Section J, Exhibit C1.1, must be submitted to the SPR pursuant to section B.6(c) prior to delivery of awarded Crude Oil Type. The SPR seeks to store US produced crude oil with the widest range of application in the domestic market. To preserve SPR cavern homogeneity and maintain overall integrity of its respective crude streams, only crude oils of similar composition are commingled in storage. Due to natural geothermic heating, crude oils that demonstrate high bubble point pressures (BPP) and high gas-oil ratios (GOR) produce increased vapor pressure at standard cavern storage temperatures. High BPP-GOR oils have the potential to impact the existing SPR oil inventory, increasing levels of light end gases (C₁-C₃) and greatly restricting immediate deliverability which is the critical mission of

the SPR. Light ends may not be immediately observed through analysis at ambient temperatures, but are entrained in certain crude types and released during underground storage. Lighter ends, Methane, Ethane and Propane are the single largest contributor to vapor pressure increase. Crude oils displaying C₁-C₃ volume percent outside of the required specifications and determined by the allowed methods listed in Exhibit C-1, will be considered outside of the SPR's acceptance criteria and deemed incompatible with existing SPR stocks. Blending heavier crudes with light end crudes may cause separation of the blend at higher temperature, thus rendering the stream undeliverable. SPR reserves the right to reject any crude oil in order to ensure the quality of the crude oil received, stored, and maintained within the SPR

- d. The minimum offer quantity is 300,000 barrels with a maximum awarded contract quantity of 3,000,000 barrels per offer line item. An Offeror may submit multiple offers, but total award(s) to any one Offeror will not exceed 3,000,000 barrels.
- e. Crude Oil delivery period to the Big Hill SPR site will be August 1, 2023, through August 31, 2023. Requests for early deliveries will be accommodated to the maximum extent possible on a best efforts basis, terms subject to mutual agreement.

B.2 DESCRIPTION

Delivery of the Crude Oil to the Government will be made to the Big Hill SPR site, subject to scheduling and meeting quality specs in Section J, Exhibit C-1.1.

B.3 DEFINITIONS

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

- a. "Government," unless otherwise indicated in the text, means the United States Government.
- b. "Strategic Petroleum Reserve" (SPR) means that DOE program established by Title I, Part B, of the Energy Policy and Conservation Act, 42 U.S.C. Section 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. “Static tank” Crude Oil tankage that is dedicated to a cargo destined for delivery to/from the SPR. This tank will not have crude being pumped into it (active) from a source while deliveries are pumping out of it and into the SPR.

B.4. DETERMINATION OF RESPONSIBILITY

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

B.5 PRICING INFORMATION

- a. The contract line item fixed per barrel price(s) will be determined by the average (to the \$0.001) of daily settlements for the NYMEX WTI (New York Mercantile Exchange West Texas Intermediate) delivery month contract for the three trading days commencing with day of notice of award, adjusted for Argus Mars weighted average Month 1 – Houston close for sour Crude Oil, plus the corresponding monthly “Δ” value for each successful line item offer. The final contract sum value is the per barrel price(s) multiplied by the corresponding award quantity for each line-item award as determined on the fourth trading day after notice of award.
- b. A maximum contract value will be determined at the time of award notification based on the NYMEX WTI August delivery month, adjusted for Argus Mars weighted average Month 1 – Houston close, settlement for the trading day prior to date set for the receipt of offers, plus the successful offer line item “Δ” value multiplied by the awarded quantity for each line item, or subject to available Government funding.
- c. Contracted fixed per barrel prices for each line item as determined in B.5.a above shall remain effective for deliveries outside of the contracted month. DOE retains the right to decline deliveries outside of the contracted month; unless delays are attributable to DOE.

B.6 RECEIPT OF CRUDE OIL AT THE DOE SITE

- a. Maximum receipt capability of Crude Oil at the DOE SPR site Big Hill is 225,000 barrels per day
- b. All applicable costs associated with the transportation of the Crude Oil to the DOE will be absorbed by the Contractor, to include but not be limited to, tariffs, marine shipment, pipeline shipment, harbor, Oil Spill Liability Trust Fund taxes, Super Fund taxes, and environmental fees (including Texas Coastal protection fees), Terminal and tankage charges. Any incurred cost(s) to DOE will be subject to rebill to Contractor.

- c. Within fifteen (15) days before delivery period commences, the Contractor shall submit a comprehensive delivery schedule for the DOE Contracting Officer’s approval providing the volume of Crude Oil to be delivered to the Big Hill SPR site, as well as the most recent corresponding comprehensive Crude Oil assay(s) that are supported by the Sour Quality Statement Section J, Exhibit C-1.1. The delivery schedule may allow for economic delivery-size cargoes not less than 250,000 barrels for vessels and commercial pipeline cargo shipments not less than 300,000 barrels per cargo. The DOE must approve subsequent changes to the original schedule. Contractors are also cautioned that gauging and or testing of all incoming U.S. Produced Crude Oil to determine SPR compatibility as noted in Section J Exhibit C-1 will require the storage tank to be static. This should be a consideration of all Offerors when investigating terminals/pipelines. and when submitting schedules as noted in B.6(c).
- d. The availability of receipt capacity and delivery periods for Crude Oil at the DOE Big Hill site is as follows:

<u>Sour</u>	<u>Volume (Million Barrels)</u>	<u>Delivery Period</u>
Big Hill	3.0	8/1/2023 – 8/31/2023

- e. While the SPR can receive the site delivery volume 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. **SPR will not be providing tankage at connection facilities.**

B.7 CLOSE-OUT RECONCILIATION

- a. Prior to the last scheduled cargo delivery, the DOE and Contractor shall use the most current available information in reconciling and determining the final delivery quantity to the Government. The Contractor shall then utilize best efforts in delivering the estimated agreed upon quantity to the Government within a +/- 5 percent variance of the total contractor volume. Any variance is expected to be a condition of loading and not an opportunity to over or short the required contractual volume.

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

B.8 ADJUSTMENT FOR CRUDE OIL QUALITY DIFFERENTIAL

- a. A quality differential shall be computed for each cargo of U.S. produced Crude Oil delivered to the DOE as compared to the U.S. produced Sour Quality Statement – Section J, Exhibit C-1.1 submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9.
- b. Laboratory tests for API Gravity and Sulfur mass percent, in accordance with tests methods listed in Exhibit C-1, shall be taken when custody of the U.S. produced Crude Oil is transferred to the DOE.

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

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

Quality Characteristics	Sour
API° Gravity	+/- 0.5
Sulfur - Mass, %	+/- 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 (Sour): Quality price adjustments will be applied to the amount of variation by which the API gravity of the U.S. produced Crude Oil delivered differs by more than plus or minus five-tenths of one degree API (+/-0.5° API) from the API gravity of U.S. produced Sour Quality Statement – Section J, Exhibit C-1.1 submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9. Adjustment for U.S. produced Crude Oil will be in accordance with the GravCap table (Exhibit C.2). This will be on a per cargo basis.

Sulfur (Sour): Quality price adjustments will be applied to the amount of variation by which the Sulfur mass percent of the U.S. produced Crude Oil delivered differs by more than plus or minus one-tenth of one percent of total Sulfur (+/- 0.10%) from the total Sulfur of U.S. produced Sour Quality Statement – Section J, Exhibit C-1.1 submitted with the awarded bid as listed in the Contractor’s award or approved substitution, see section B.9. Adjustment for U.S. produced Crude Oil will be in accordance with the GravCap table (Exhibit C.2). This will be on a per cargo basis.

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

- e. There is a limit of 0.1% freewater on delivery to the SPR as measured either by contractor's shore tank or on the vessel prior to discharge into tanks designated for DOE receipts. The inspector’s gauges, witnessed by the DOE representative, either on the vessel at the dock facility or terminal shore tank, will be the method used to determine the final freewater 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 300,000-barrel U.S. produced Crude Oil delivery to the SPR is limited to 1.0% S&W (3,000 barrels), of which a maximum of 0.1% (300 barrels) can be freewater. Contractor is responsible for all costs associated with removal of excess freewater. Exceeding the freewater limitations specified herein will result in the cargo being rejected.
- f. If the U.S. produced Crude Oil being delivered to the SPR is outside the contractual limits and is determined to be unacceptable, the Government reserves the right to return the delivered Crude Oil, at the contractor’s expense, to the vessel for marine receipts or to the Crude Oil tankage for pipeline receipts.

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

After award, if the contractor requests to offer a U.S. produced Crude Oil substitution for delivery which is not in its contract, the Government will evaluate the substitution request against operational constraints. If there is no hindrance to SPR operations and the Crude Oil substitute is expected to meet the specifications listed in Section J, Exhibit C-1, it will be accepted with no additional cost to the Government. This evaluation will be done on a case-by-case basis for each

substituted crude cargo tendered for delivery and the Crude Oil will not be added automatically to the basket of contracted Crude Oils (or single crude) in the contract for future deliveries. For all requests, there will be an administrative cost of \$3,500* to process the request. The substitution request must be in the form of a firm request and no “hypothetical” request for crude substitution will be considered.

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

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

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PAGE

C.1 SCOPE OF WORK C-1

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

Contractors shall deliver to the Big Hill SPR site up to three million barrels of U.S. produced sour Crude Oil during the month of August 2023. Crude Oil delivered shall comply with the SPR specifications as specified in Section J, Exhibit C-1. All costs associated with the delivery of U.S. produced sour Crude Oil to the SPR site shall be at the Contractor's expense. Scheduling of deliveries shall be in accordance with Section F of this contract.

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

SECTION D

PACKAGING AND MARKING

RESERVED

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION EINSPECTION AND ACCEPTANCEE.1 CUSTODY TRANSFER MEASUREMENTS FOR DELIVERY OF CRUDE OIL TO DOE

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

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

b. 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 Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements, and testing analysis. The Government contracted third party inspection company will witness all measurement and testing and perform testing. The Contractor is responsible for terminal throughput charges for

oil deliveries performed under these conditions. Contractors will be invoiced an additional \$0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

E.2 CRUDE OIL QUALITY DETERMINATION

- a. Load port origin vessel or tanks will need to be sampled and tested by the government inspector prior to Discharge at the Sites for U.S. produced sour Crude Oil receipts. More detailed information will be provided through the Nomination form. A disport sample will be taken in order to confirm crude oil quality from the load port.
- b. The quality of the Crude Oil that is delivered by the Contractor to the DOE will be determined from samples taken, in order of preference, (1) from a representative sample collected by an automatic sampler whose performance has been proven in accordance with the API Manual of Petroleum Measurement Standards, Chapter 8 Section 2, Automatic Sampling of Petroleum and Petroleum Products (ASTM D4177), latest edition; or (2) from the Contractor's tankage in accordance with API Manual of Petroleum Measurement Standards, Chapter 8 Section 1, Manual Sampling of Petroleum and Petroleum Products (ASTM International (ASTM) D4057), latest edition; or (3) from a representative vessel composite sample obtained in accordance with the API Manual of Petroleum Measurement Standards Chapter 17 – Marine Measurement, Section 2 – Measurement of Cargoes On Board Tank Vessels. Preference will be given to samples collected by means of an automatic sampler when such a system is available and operational.

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

- c. If the Crude Oil tendered for delivery to the DOE does not meet the Crude Oil specifications as provided in Section J, Exhibit C (Paragraph B.8(d) may be applicable), the Government reserves the right to refuse the acceptance of the delivery.
- d. The custody transfer quality/quantity oil analysis shall be performed by the Government contracted third party inspection company lab as described in E.1 and shall be documented as the official measurements of record. The Contractor may request a representative portion of the custody transfer sample for their internal purposes, but any varying analysis results obtained

by the Contractor shall not be binding on the Government nor override the Government's official measurements of record. The Contractor or his representative may, at its option, arrange to witness and verify testing simultaneously with the Government contracted third party inspection company's lab. Such services, however, will be for the account of the Contractor. Should the Contractor opt not to witness the testing, then the Government findings will be binding on the Contractor.

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

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

E.3 CRUDE OIL QUANTITY DETERMINATION

- a. The quantity of the Crude Oil that is delivered by the Contractor to the DOE will be determined, in order of preference, (1) by delivery meter in accordance with the API Manual of Petroleum Measurement Standards, Chapters 5 – Metering Section 3 – Measurement of Liquid Hydrocarbons by Turbine Meters; or (2) by opening and closing tank gauges (with adjustment for opening and closing free water and Sediment and Water tests as determined from shore tank samples; or (3) by vessel ullage measurements with qualified VEF in accordance with API Manual of Petroleum Measurement Standards Chapter 17 – Marine Measurement. All volumetric measurements will be corrected to net standard volume in barrels at 60°F, using the API Manual of Petroleum Measurement Standards, Chapter 11.1, Volume 1, Volume Correction Factors (ASTM D1250) (IP 200); Table 5A-Generalized Crude Oils, Correction of Observed API Gravity to API Gravity at 60°F; Table 6A-Generalized Crude Oils, Correction of Volume to 60°F Against API Gravity at 60°F, latest edition, and by deducting the tank's free water, and the entrained Sediment and Water as determined by the testing of composite all levels samples taken from the delivery tanks.
- b. The quantity measurements shall be performed and certified by the Government's responsible party for delivery operations and witnessed by the Government contracted third party inspection company at the delivery point. The Contractor may, at its option, have representatives present at the gauging/metering, sampling, and testing. Should the Contractor arrange for additional inspection or testing services, such services will be for the account

of the Contractor, and any results obtained by the Contractor shall not be binding on the Government. Should the Contractor not arrange for additional services, then the Government's quantity determination shall be binding on the Contractor.

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 SCHEDULING OF CRUDE OIL MOVEMENTS

- a. For all deliveries for the month of August, the Contractor shall nominate a delivery program to the DOE not later than July 15, 2023. The Government will respond to the Contractor not later than 5 business days of submittal, confirming the schedule as originally submitted or proposing alterations. The Contractor shall confirm nominations with the DOE via email using the form included in Section J, Exhibit H.
- b. For marine deliveries, the Contractor shall make necessary arrangements with the commercial terminals connected to the DOE. Delivery program nominations received by DOE subsequent to the required time period or those altered as a result of a contract modification will be handled by DOE on a best-efforts basis. Requests for contract modifications will be evaluated after scheduling of original awards. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.
- c. For pipeline deliveries, the Contractor shall make necessary arrangements with the commercial pipelines connected to the DOE or its interconnecting pipelines. Nomination information regarding these deliveries will be provided to the DOE not later than five days prior to the month in which deliveries will be made. Delivery program nominations received by DOE subsequent to the required time period or those altered as a result of a contract modification will be handled by DOE on a best-efforts basis. Requests for contract modifications will be evaluated after scheduling of original awards. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.
- 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. RESERVED.
- f. Whenever an inspector and/or loss control representative is appointed by the Contractor to witness the delivery operation (gauging, sampling, testing, etc.), written notification shall be provided to the DOE, no later than 72 hours prior to the scheduled date of each applicable cargo delivery to the DOE.
- g. Absence of the name(s) of a Contractor's inspector and/or representative on the delivery documentation constitutes acceptance by the Contractor of the delivery quantity and quality as determined by the DOE and/or its representative(s).
- h. The Contractor is solely responsible for making the necessary arrangements with terminals and pipeline carriers, including tankage, to achieve any minimum rate/quantity required by connecting commercial facilities to ensure Crude Oil deliveries are made to the Big Hill SPR site. Contractors are also cautioned that gauging and or testing of all incoming Crude Oil to determine SPR compatibility as noted in Section J Exhibit C-1 will require the tank to be static. This should be a consideration of all Offerors when investigating terminals/pipelines and when submitting schedules as noted in B.6(c).
- 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. RESERVED.
- 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 ensure that the total contracted quantity will be delivered, without exceeding the agreed upon quantity.

F.2 DELIVERY AND RECEIPT DOCUMENTATION OF CRUDE OIL

The quantity and quality determination of the Crude Oil delivered by the Contractor shall be documented on the Material Inspection and Receiving Report (DD Form 250 for pipeline and vessel receipts (DD250-1), see Section J, Exhibit

D for a sample of the form. Copies of the completed DD Form 250, with applicable supporting documentation (i.e., metering or tank gauging tickets and appropriate calculation worksheets), will be furnished to the Contractor and/or the Contractor's authorized representative after completion of delivery for electronic signature agreeing to the quantity and quality of crude delivered. Marine Bills of Lading or Pipeline Statements identifying crude type shipped shall also be provided by the contractor.

F.3 PERIOD OF PERFORMANCE

The window for Crude Oil deliveries to the Big Hill SPR site is August 1 through August 31, 2023. Requests for early deliveries will be accommodated to the maximum extent possible on a best efforts basis, terms subject to mutual agreement. Preference for delivery ranges will be given to those Contractors who offer the best value to the Government, in descending order. Nominations received subsequent to due date (reference section F.1.a) will negate the order of preference and will be scheduled on available basis. All deliveries must be completed on or before August 31, 2023.

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SECTION G

CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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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
(504) 734-4343

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

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

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

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

Alternate Technical Representative's email address is:

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

- d. FFPOCOL@spr.doe.gov

G.2 BILLING INSTRUCTIONS

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

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

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

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

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

A proper invoice must include the following:

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

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TITLE TO CRUDE OIL

- a. Title to the Crude Oil delivered to the SPR will be transferred to the DOE at the custody transfer measurement locations listed in Section E.1.
- b. The DOE shall have the right to reject any Crude Oil which, when tendered for delivery, may be involved in litigation, or the title of which may be in dispute. Also, the DOE may require of the Contractor satisfactory evidence of the Contractor's perfect and unencumbered title or satisfactory indemnity bond. The Contractor warrants and guarantees that it has good title thereto to the Crude Oil being provided to the DOE.

H.2 NATIONAL AND OPERATIONAL EMERGENCIES

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

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 SCHEDULESECTION ICONTRACT CLAUSESTable of Contents

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

I.1	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	By Reference
I.2	FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)	By Reference
I.3	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)	Full Text
I.4	FAR 52.202-1	DEFINITIONS (JUN 2020)	By Reference
I.5	FAR 52.203-3	GRATUITIES (APR 1984)	By Reference
I.6	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)	By Reference

I.7	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	By Reference
I.8	FAR 52.242-13	BANKRUPTCY (JUL 1995)	By Reference
I.9	DEAR 952.202-1	DEFINITIONS	By Reference
I.10	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	Full Text

SECTION I

CONTRACT CLAUSES

I.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

commercial products and commercial services: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) (Reserved)

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (SEP 2021) of 52.219-9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(48)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225-1.

(49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I [Reserved]

(iii) Alternate II (DEC 2022) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (NOV 2021) of 52.247-64.

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

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) [] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense

Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

I.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/dears>

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

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SECTION J.A

EXHIBIT A

OFFER FORM

RESERVED

SECTION J.B

EXHIBIT B

**CONTRACT FORM –
INCLUDED IN PART I, “THE SCHEDULE,” SECTION A**

SECTION J.C-1

EXHIBIT C-1

SPR CRUDE OIL SPECIFICATIONS

EXHIBIT C-1**STRATEGIC PETROLEUM RESERVE
CRUDE OIL SPECIFICATIONS^a**

e1

CHARACTERISTIC	SOUR	SWEET	PRIMARY ASTM TEST METHOD ^b
API Gravity [°API]	28.5-45	30-45	D1298 or D5002
Total Sulfur [Mass %], max.	2.50	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.	9 (62.1)	9 (62.1)	D6377
Total Acid Number [mg KOH/g], max.	1.0	1.0	D664, D8045
Water and Sediment [Vol. %], max.	1.0	1.0	D473 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.

^e Vapor pressure changed to better reflect current domestic crude standards

- 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. Any Crude Oil offered to the Strategic Petroleum Reserve that meets these specifications may be subject to additional testing for acceptance.
- NOTE 3: All Crude Oil shipments received by the SPR are tested to ensure they meet specifications.
- NOTE 4: All Crude Oil shipments received by the SPR pursuant to this solicitation must be sourced from U.S. producers.

Sunoco Partners Marketing & Terminals LP Quality Data Contained in the Contract File

EXHIBIT C-1.1

(see table of contents to download this example)

Sour Statement of Quality Data						
Crude:						
Company:						
Date:						
Note:						
Product Parameter	Test Method(s)	Units	Sour Specification		Result	Method of Analysis
			Min	Max		
API Gravity	D1298 or D5002	[°API]	28.5	45		
Total Sulfur	D4294	[Mass %]	0.51	2.5		
Pour Point	D97	[°C]		10		
Salt Content	D6470, D3230	[Mass %]		0.05		
Viscosity @ 15.6°C	D445	[cSt]		32.0		
Viscosity @ 37.8°C	D445	[cSt]		13.0		
Vapor Pressure [VPCR4 (100°F)]	D6377	psia (kPa)		9.0(62.1)		
Vapor Pressure [VPCR 0.2 (100°F)] @900 sec.	D6377	psia (kPa)		Report		
Total Acid Number	D664	[mg KOH/g]		1.00		
Water	D4928, D4006	[Vol. %]		Report		
Sediment	D473	[Vol. %]		Report		
Water/Sediment Combined Value		[Vol. %]		1.0		
Asphaltenes	D6560	[Mass%]		4.5%		
Yields [Vol. %]						
Naphtha [28-191°C]	D2892, D5236	[Vol. %]	24	30		
Distillate [191-327°C]	D2892, D5236	[Vol. %]	17	31		
Gas Oil [327-566°C]	D2892, D5236	[Vol. %]	26	38		
Residuum [>566°C]	D2892, D5236	[Vol. %]	10	19		
Light Ends [Liquid Vol. %]						
Methane (C ₁)	IP344, ITM6008, D7900	[Liquid Vol.%]		0.01		
Ethane (C ₂)	IP344, ITM6008, D7900	[Liquid Vol.%]		0.10		
Propane (C ₃)	IP344, ITM6008, D7900	[Liquid Vol.%]		1.0		
Distillation						
IBP - 75°F	D7169	LV%[Wt.%]		4.0LV%/[3.0 Wt%]		
IBP - 175°F	D7169	LV%[Wt.%]		12.5 LV% / 10.0 Wt%		

SECTION J.C-2

EXHIBIT C-2

GravCap Tables for Quality Adjustment

GRAVCAP, INC.
ADJUSTMENT AUTHORIZATION

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

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

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

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

GRAVCAP, INC.
ADJUSTMENT AUTHORIZATION

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

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

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

API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL
37.0	5.040	43.0	5.100	49.0	4.500	55.0	3.600
37.1	5.040	43.1	5.100	49.1	4.485		
37.2	5.040	43.2	5.100	49.2	4.470		
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		

For API GRAVITY values above 55.0° API the differential continues to decline 0.015/bbl. per 0.1° API GRAVITY.

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

PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL	PERCENT SULFUR	DIFF. PER BBL
0.30	1.300	0.90	1.900	1.50	2.500	2.10	3.100	2.70	3.700	3.30	4.300
0.31	1.310	0.91	1.910	1.51	2.510	2.11	3.110	2.71	3.710	3.31	4.310
0.32	1.320	0.92	1.920	1.52	2.520	2.12	3.120	2.72	3.720	3.32	4.320
0.33	1.330	0.93	1.930	1.53	2.530	2.13	3.130	2.73	3.730	3.33	4.330
0.34	1.340	0.94	1.940	1.54	2.540	2.14	3.140	2.74	3.740	3.34	4.340
0.35	1.350	0.95	1.950	1.55	2.550	2.15	3.150	2.75	3.750	3.35	4.350
0.36	1.360	0.96	1.960	1.56	2.560	2.16	3.160	2.76	3.760	3.36	4.360
0.37	1.370	0.97	1.970	1.57	2.570	2.17	3.170	2.77	3.770	3.37	4.370
0.38	1.380	0.98	1.980	1.58	2.580	2.18	3.180	2.78	3.780	3.38	4.380
0.39	1.390	0.99	1.990	1.59	2.590	2.19	3.190	2.79	3.790	3.39	4.390
0.40	1.400	1.00	2.000	1.60	2.600	2.20	3.200	2.80	3.800	3.40	4.400
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**

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), Washington, DC 20503. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p align="center">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.		(ORDER) NO.		6. INVOICE NO./DATE		7. PAGE	OF	8. ACCEPTANCE POINT
DOE OWNED CRUDE O L						1	1	
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN		5. DISCOUNT TERMS		
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	
----- ----- ----- ----- ----- ----- -----	Gross			NET @ 60° F.	BARRELS			
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE				
a. ORIGIN		b. DESTINATION		Quantities shown in column 17 were received in apparent good condition except as noted.				
<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.		<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 RECEIVED: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____				
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____		DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____		TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____				
COMMERCIAL TELEPHONE NUMBER: _____		COMMERCIAL TELEPHONE NUMBER: _____		<i>"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."</i>				
23. CONTRACTOR USE ONLY:								

TANK/BARGE MATERIAL INSPECTION AND RECEIVING REPORT

FORM APPROVED
OMB No. 0700-0048
Expires Dec 31, 1998

Public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington, DC 20503.

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

1. TANKER BARGE <input type="checkbox"/> LOADING REPORT <input type="checkbox"/> DISCHARGE REPORT		2. INSPECTION OFFICE		3. REPORT NUMBER	
4. AGENCY PLACING ORDER OR SHIPPER, CITY, STATE, AND/OR LOCAL ADDRESS (Loading) DOE * 850 S. Clearview Pkwy * New Orleans * LA * 70123			5. DEPARTMENT DOE		6. PRIME CONTRACT OR P.O. NUMBER
7. NAME OF PRIME CONTRACTOR, CITY, STATE AND/OR LOCAL ADDRESS (Loading) *****			8. STORAGE CONTACT		9. ORDER NUMBER OR SUPPLIER
8. TERMINAL OR REFINERY SHIPPED FROM, CITY, STATE AND/OR LOCAL ADDRESS (Loading)			13. B/L NUMBER		14. B/L OR RECEIPT NO.
9. SHIPPED TO (Receiving, Activity, City, State and/or Local Address) SPR SITE COVATS Shipment #			15. VESSEL		16. CRAFT ARRIVAL FORE AFT
10. CONDITION OF SHOPE PIPELINE			11. CRAFT SAILING FORE AFT		12. CONTRACT ITEM NO.
11. PREVIOUS TWO BARGOES FIRST LAST			13. PRODUCT		14. SPECIFICATIONS
12. STATEMENT OF QUANTITY			15. APPROPRIATION (Loading)		16. CONTRACT ITEM NO.
13. BARRELS (42 Gals/Net) NSV			17. DISBURSEMENT		18. PERCENT
14. GALLONS (Net)					
15. TONS (Long) Barrels GSV					
16. STATEMENT OF QUALITY			17. TEST RESULTS		18. THIRD PARTY INSPECTOR VESSEL COMPOSITE
17. TEST RESULTS			18. VESSEL COMPOSITE		19. TEST RESULTS
20. API GRAVITY					
21. BS&W					
22. S&W					
23. SULFUR (WT%)					
24. RVP					
25. VISC @ 60 DEG. F (CST)					
26. VISC @ 100 DEG. F (CST)					
27. SALT					
28. POUR					
29. TAN					
30. TIME STATEMENT			31. DATE		32. TIME
33. COMPANY OR RECEIVING TERMINAL (Signature)			34. I HEREBY CERTIFY THAT THIS TIME STATEMENT IS CORRECT		35. REMARKS (Note in detail causes of delays such as repairs, breakdowns, slow operations, stoppage, etc.)
36. I CERTIFY THAT THE CARGO WAS INSPECTED, ACCEPTED AND LOADED/DISCHARGED (AS INDICATED) HEREON			37. I HEREBY CERTIFY THAT THIS TIME STATEMENT IS CORRECT		
_____ (Date)			_____ (Signature of Authorized Government Representative)		_____ (Master or Agent)

SECTION J.E

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

<p>Contact for delivery information</p> <p>Oil Movements Scheduling</p>
<p>Chuck Costanza Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Office: 504-734-4733 FAX: 504-818-5733</p> <p>Alternate: Bradley Bauer Office: 504-734-4376 Cell: 504-234-0145</p> <p>E-Mail FFPOCOL@SPR.DOE.GOV</p>

(i) Sun Marine Terminal, Nederland, TX

Mike Birkett, Director - Operations (409) 721-4404
 Joshua McQueen-Sr. Manager (409) 721-4819
 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) 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
 Randy Hudson, Products Scheduler O (409)724-3215 C (409)519-0059

EXHIBIT E

EXHIBIT ECRUDE 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 truning 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)

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.

SECTION J.F

EXHIBIT F

JONES ACT

EXHIBIT F

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

Prior to seeking a waiver of the “Jones Act” under 46 U.S.C. 501, Contractors should contact the U.S. Maritime Administration (MARAD) to seek information on the availability of U.S.-flag, suitable coastwise-qualified vessels for the transportation of crude oil to be purchased by SPR. In the event that a “Jones Act” waiver is required, and the Contractor submits a request for a waiver, MARAD will provide information to the U.S. Department of Homeland Security regarding the availability of such vessels. If a U.S.-flag, suitable coastwise-qualified vessel is located, and the Contractor uses such vessel for the transportation of crude oil to be purchased by SPR, 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 U.S. Produced Crude Oil purchase program in this Request for Proposal.

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

- (3) Contracting Officer, CR-46.6
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

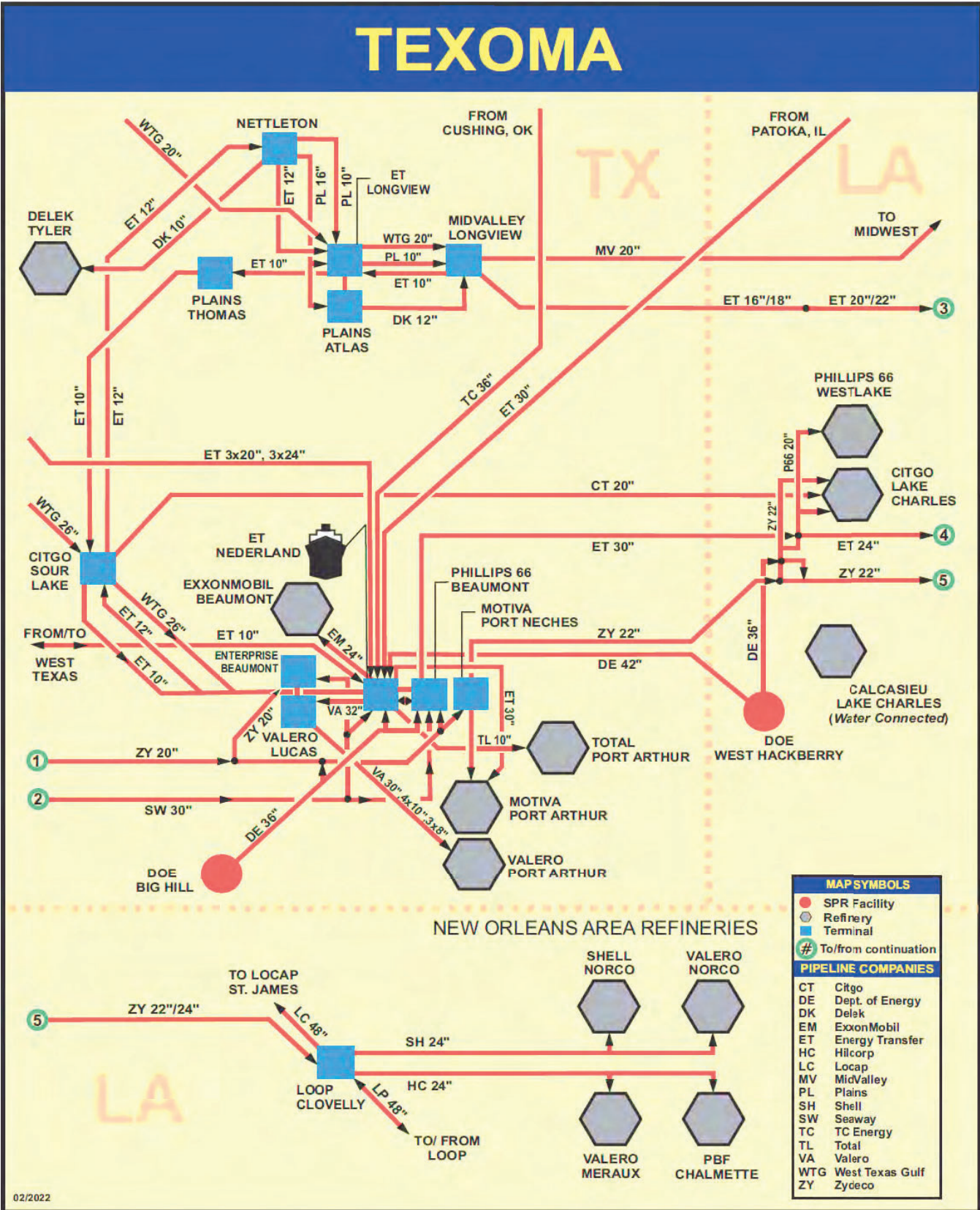
EXHIBIT F continued

- (4) Office of the Assistant Deputy Under Secretary of Defense
(Transportation Policy) OADUSD
U.S. Department of Defense
3500 Defense Pentagon
Washington, DC 20301-3500
Telephone: (703) 601-4461 x102
Fax: (703) 601-4477

SECTION J.G

EXHIBIT G

DIAGRAMS OF DOE FACILITIES



02/2022

SECTION J.H

EXHIBIT H

SPR Nomination Form

SPR Operations Fluor Federal Petroleum Operations New Orleans, Louisiana FFPOCOL@SPR.DOE.GOV	<u>Scheduler</u> Chuck Costanza (504) 734-4733 Bradley Bauer (504) 234-0145 <u>Quantity and Quality</u> Ned Scheppegrell (504) 722-6146
--	---

****The following information must be provided by the Contractor****

Submission Date: Submission Type: Original Nomination

Contract No.:
 Contractor:
 Address:

Contractor Contact Information

Primary Contact:	Alternate:
Office:	Office:
Cell:	Cell:
Email:	Email:

CODR/DD250 Contractor Signatory Designee*: Signatory Designee Name

*Designee can be contractor office personnel, 3rd party inspection company†, or chosen loss control representative‡.

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

Note: If multiple designees are to be used, please input "See Attached" and provide list to FFPOCOL@spr.doe.gov with nomination.

†Third Party Inspection Company Information

Company: 3rd Party Inspection Company

Contact: 3rd Party Contact Name

Contact Ned Scheppegrell for any questions on SPR 3rd party inspection and testing. (See Note at bottom of page)

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

Delivery Window	Pipeline/Vessel	Volume (MB)	SPR Site	Destination
Total Volume:				

The Following information to be provided by SPR Operations Personnel

Terminal Information

Terminal:
 Contact:
 Contact:
 Contact:

Custody Transfer Point

Quality Point
Quantity Point

DOE needs to pre-test each cargo prior to receipt, please contact Ned Scheppegrell 504-722-6146 Ned.Scheppegrell@spr.doe.gov and or Adam Morgan 504-360-4968 Adam.Morgan@spr.doe.gov

(see table of contents to download this example)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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