



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



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**CONTRACT NO. 89243524CCR000018**  
**SUNOCO PARTNERS MARKETING & TERMINALS LP**

**PURCHASE OF UP TO THREE (3)**  
**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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>24CR000050</b>		PAGE OF 1   2		
2. CONTRACT NO. <b>89243524CCR000018</b>		3. AWARD/ EFFECTIVE DATE <b>11/22/2023</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>89243524RCR000009</b>		6. SOLICITATION ISSUE DATE <b>11/06/2023</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Jennie Carter Thibodaux</b>		b. TELEPHONE NUMBER (No collect calls) <b>504-343-3538</b>		8. OFFER DUE DATE/LOCAL TIME <b>11/20/2023 1100 CS</b>		
9. ISSUED BY <b>Strategic Petroleum Reserve Project</b> <b>SPRO</b> <b>U.S. Department of Energy</b> <b>900 Commerce Road East US 492</b> <b>New Orleans LA 70123</b>			CODE <b>892435</b>	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: <b>424720</b> SIZE STANDARD: <b>200</b>				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO  See Section J, Exhibits E and G		CODE		16. ADMINISTERED BY <b>SPRO</b> <b>U.S. Department of Energy</b> <b>SPRO</b> <b>900 Commerce Road East US 492</b> <b>New Orleans LA 70123</b>		CODE <b>01601</b>		
17a. CONTRACTOR/OFFEROR  <b>Sunoco Partners Marketing &amp; Terminals L.P</b>		CODE <b>J7J2NVJ7LSF1</b>		FACILITY CODE <b>337J0</b>		18a. PAYMENT WILL BE MADE BY  CODE		
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
00001	Purchase of up to Three (3) Million Barrels of US Produced Sour Crude Oil for the Strategic Petroleum Reserve Period of Performance: 01/01/2024 to 01/31/2024  Crude oil (See Section J, Exhibit A for Offer Form)  300,000 barrels at (b) (4)/barrel = (b) (4) 300,000 barrels at (b) (4)/barrel = (b) (4)  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						<b>(b) (4)</b>	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>(b) (4)</b>		
<input checked="" type="checkbox"/> 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.				
<input checked="" type="checkbox"/> 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.				
<input checked="" type="checkbox"/> 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>Sunoco</u> OFFER DATED <u>11/20/2023</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>Line items 1 &amp; 2</u>				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>KELLY GELE</b> Digitally signed by KELLY GELE Date: 2023.11.29 16:45:39 -06'00'				
30b. NAME AND TITLE OF SIGNER (Type or print) <b>Harry Yates, Principal Trader</b>		30c. DATE SIGNED <b>11/20/2023</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Kelly M. Gele</b>		31c. DATE SIGNED <b>11/29/2023</b>		

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: 2023 Allottee: 37 Report                      Entity: 450204 Object Class: 25299 Program:                      1611327 Project: 0000000 WFO: 0000000 Local                      Use: 0452239</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	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

SPR Crude Oil Purchase			CONTRACT NUMBER <span style="background-color: black; color: black;">[REDACTED]</span>				Page 1 of ____	
89243524CCR000018								
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	Price* Differential	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	BH	300,000	Domestic Sour	(b) (4)	33.6	1.73	P/L	Nederland Terminal (BH)
[REDACTED]								
5								
Total Contract value shall not exceed \$ (b) (4)								
Accounting & Appropriation Data: Requisition No. 24CR000050								
EXECUTION BY CONTRACTOR					EXECUTION BY GOVERNMENT			
DATE (Day, Month, Year) 11/20/2023					UNITED STATES OF AMERICA			DATE:
NAME OF CONTRACTOR Sunoco					BY: KELLY GELE			11/29/2023
ADDRESS (Street, City, State & Zip Code) (Type or Print) 8111 Winchester DR STE 600 Dallas, Texas 75225-6142, United States					Digitally signed by KELLY GELE Date: 2023.11.29 16:47:00 -06'00'			
INTERNET ADDRESS <a href="http://www.energytransfer.com">www.energytransfer.com</a>					NAME AND TITLE OF CONTRACTING OFFICER  Kelly M. Gele'			
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under Signature)					Contracting Officer  U. S. Department of Energy Office of Acquisition and Sales Strategic Petroleum Reserve			

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 of up to 3,000,000 barrels of sour Crude Oil **produced in the United States** to be delivered to Big Hill SPR site. Offers will be accepted on a competitive basis. Offerors are 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 C-1 and as noted in section B.1(c).
- c. The U.S. produced Crude Oil offered for sale to the DOE shall meet the specifications in Section J, Exhibit C-1. Acceptance of any Crude Oil offered for delivery will be subject to the Contracting Officer's approval. The Offeror is required to supply: 1) a completed Sour Quality Statement Section J, Exhibit C-1 of U.S. produced Crude Oil offered at time of bid as identified on the Offer Form A, 2) Certificate(s) of Analysis for the stream(s) identified on the Exhibit C-1 will be **no older than 6 months** from solicitation publication date at the time of bid (*Generic domestic sour crude blends would need to have component streams identified and supported by COAs*). If the Sour Quality Statement is not submitted with the bid package with the applicable Certificate(s) of Analysis (COA), then the bid package will be considered incomplete. An applicable Comprehensive Assay ([link to SPR Comprehensive Assays for example](#)) which supports data Offerors supply in Sour Quality Statement Section J, Exhibit C-1 and submitted COAs, must be submitted to the SPR pursuant to section B.6(c) prior to delivery of awarded Crude Oil Type. Crudes which consist of blended market crude streams will require tank blend schedule with associated test results to be submitted at the same time with associated Comprehensive Assay pursuant to section B.6(c). See table below for example of blend schedule. 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. *Please note that if a blended crude is to be submitted for consideration, then all component streams offered for blend must not exceed 45°API gravity or fall below 27.0° API gravity to be considered suitable for injection into SPR caverns. Any component(s) exceeding these thresholds will be cause for bid rejection.* Due to natural geothermic heating, crude oils that demonstrate high bubble point pressures (BPP) and high gas-oil ratios (GOR) produce increased vapor pressure at standard cavern storage temperatures. High BPP-GOR oils have the potential to impact the existing SPR oil inventory, increasing levels of light end gases (C<sub>1</sub>-C<sub>3</sub>) 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 C<sub>1</sub>-C<sub>3</sub> 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.

Crude Type	WTI	Mars	Total
%	10%	90%	100%
Barrels	30,000	270,000	300,000

*\*tank blend schedule example table – values are for illusory purposes only. All components must be within thresholds in Exhibit C-1 and B.1(c).\**

- 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 January 1, 2024, through January 31, 2024. 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.

## 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.
- o. “CT” Central Time Zone

#### B.4. DETERMINATION OF RESPONSIBILITY

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

#### 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) respective delivery month contract, adjusted for Argus Mars weighted average Month 1 – Houston close for sour Crude Oil, for the three trading days commencing with day of notice of award, plus the corresponding monthly “ $\Delta$ ” 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 average of NYMEX WTI January delivery month, adjusted for Argus Mars weighted average Month 1 – Houston close, daily settlement for the three trading days prior to date set for the receipt of offers, plus the successful offer line item “ $\Delta$ ” value multiplied

by the awarded quantity for each line item, subject to adjustment based on market conditions and 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. Contractor shall submit the most recent corresponding comprehensive Crude Oil assay(s) that are supported by the Sour Quality Statement Section J, Exhibit C-1, as well as the tank blend schedule referenced in B.1(c), **no later than December 8, 2023**. The delivery schedule may allow for economic delivery-size cargoes not less than 250,000 barrels for vessels and not less than 300,000 barrels per cargo for commercial pipeline cargo shipments. 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 negotiating availability of terminals/pipelines when submitting schedules as noted in B.6(c). Deliveries from RFP 89243524RCR000008 will have priority on any scheduling conflicts in the month of January 2024.
- 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	1/1/2024 – 1/31/2024

- 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**

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 if applicable. 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 contracted volume. Any variance is expected to be a condition of loading and not an opportunity to over or short the required contractual volume.

**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 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.

Note: The quality differential adjustments for the U.S. produced Crude Oil delivered by the Contractor to the DOE will only apply in those instances wherein the quality of the U.S. produced Crude Oil being delivered to the Government is below that of the awarded U.S. produced Crude Oil to be delivered as listed in the Contractors’ award. Specifically, the Government shall not be liable for any quality increase of the Contractor’s U.S. produced Crude Oil that is above the quality specifications listed in the contract award. Invoices submitted to the government per section G.2 will include quality differential as a separate line item. Quality differential adjustment will not be accepted as an adjustment (increase) to the line time price per award.

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

<u>Quality Characteristics</u>	<u>Sour</u>
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 SPR or 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% aggregated Sediment & Water (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. The substitution request must be in the form of a firm request and no "hypothetical" request for crude substitution will be considered. There will be an administrative cost of \$3,500\* to process each request.

In addition, any approved substituted volume for a specific monthly delivery period shall be subject to an agreed 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 final contract 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 period of January 1, 2024 through January 31, 2024. 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 E

### INSPECTION AND ACCEPTANCE

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

Custody transfer measurements will be in accordance with established API standards and will be performed and or witnessed by a U.S. Government representative. The Contractor may witness the measurement and testing of purchased oil for its account and/or may provide, at Contractor's expense, a Contractor's inspector to witness the measurement and testing process. The Government inspector is the inspector of record for all movements. 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 Phillips 66 delivery shore tank gauges and tank composite sample for deliveries into the Big Hill pipeline. Secondary custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. In the event neither of these are available, stakeholders will mutually agree on measurement location of quantity and quality. The API Gravity, Sediment and Water, and Sulfur content testing will be performed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements, and testing

analysis. The Government contracted third party inspection company will witness all measurement and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. Contractors will be invoiced an additional \$0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

## E.2 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-1 (Paragraph B.8(d) may be applicable), the Government reserves the right to refuse the acceptance of the delivery and may exercise its rights under FAR 52.212-4.
- 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 at its own expense. 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 volumetric 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, those services will be paid by the Contractor, and any results obtained by the Contractor shall not be binding on the Government. The Government inspector is the inspector of record for all movements.

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 January, the Contractor shall nominate a delivery program to the DOE not later than December 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. Note that deliveries from RFP 89243524RCR000008 will have priority on any scheduling conflicts in the month of January 2024.
- 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 January 1 through January 31, 2024. 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. Note that deliveries from RFP 89243524RCR000008 will have priority on any scheduling conflicts in the month of January 2024.

PART I - THE SCHEDULE

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

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

Jennie C. Thibodaux  
[Jennie.Thibodaux@spr.doe.gov](mailto:Jennie.Thibodaux@spr.doe.gov)  
(504) 734-4748

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

Christopher Roark  
[Christopher.Roark@spr.doe.gov](mailto: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](mailto:Racheal.Baldwin@spr.doe.gov)  
(504) 734-4238  
(504) 273-8758 cell

- d. [FFPOCOL@spr.doe.gov](mailto:FFPOCOL@spr.doe.gov)

## G.2 BILLING INSTRUCTIONS

The Contractor must submit a draft invoice to the DOE Contracting Officer for approval **before** they submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The DOE will provide a summary of net position once all contracted volumes have been received into SPR caverns. Contractor will use that information for submission of draft invoice to DOE Contracting Officer prior to Oak Ridge submission. Note that DOE will only accept invoices once all volumes have been delivered, do not submit invoices on a per cargo basis. 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 30<sup>th</sup> 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
- SPR Cargo number
- Delivery date

U.S. produced crude type  
Shipped via (pipeline or vessel name)  
Terminal location  
DD Form 250 (copy)  
Quantity (barrels)  
Quality differential by type, API/Sulfur – as applicable (separate from Unit Price)  
Unit price (USD) – this is the line item price per contract  
Total amount due (USD)

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

PART I – THE SCHEDULE

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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.

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 52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)	Full Text
I.4	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)	Full Text
I.5	FAR 52.202-1	DEFINITIONS (JUN 2020)	By Reference
I.6	FAR 52.203-3	GRATUITIES (APR 1984)	By Reference

I.7	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)	By Reference
I.8	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	By Reference
I.9	FAR 52.242-13	BANKRUPTCY (JUL 1995)	By Reference
I.10	DEAR 952.202-1	DEFINITIONS	By Reference
I.11	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	Full Text

SECTION ICONTRACT CLAUSESI.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

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

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

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



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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or

"browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

I.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(9) 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).

(10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(11) (Reserved)

(12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(13) 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).

(14) (Reserved)

(15)(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.

(16)(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.

(17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

(18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219-9.

(19)(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.

(20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(21) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

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

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

(24) 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)).

(25) 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)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

(32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

(33)(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.

(34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(36)(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).

(37) 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.)

(38)(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.)

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(41)(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.

(42)(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.

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(44)(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.

(45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

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

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

(50)(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.

[ ] (51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (52) 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).

[ ] (53) 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).

[ ] (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[ ] (57) 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).

[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ] (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[X] (64)(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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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.

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

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

(ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiv) [ ] (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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 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.

(xxiv) 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.11 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**

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

**EXHIBIT C-1**

(see table of contents to download this example – **MUST BE FILLED OUT IN ITS ENTIRETY TO BE CONSIDERD VALID OFFER**)

<b>Sour Statement of Quality Data Product Specifications</b>						
Company:						
Date:						
Crude Stream (define any acronyms):						
Crude Components(define acronyms):						
<b>Product Parameter</b>	<b>Test Method</b>	<b>Unit(s)</b>	<b>Specification Min</b>	<b>Specification Max</b>	<b>Result</b>	<b>Method</b>
API Gravity	D287, D1298 or D5002	[°API]	28.5	35		
Total Sulfur	D4294, D2622	[Mass %]	0.51	2.50		
Pour Point	D97	[°C]		-12		
Salt Content	D6470 or D3230	[mg/kg %]		500		
Viscosity @ 15.6°C	D445, D7042	[cSt]		32.0		
Viscosity @ 37.8°C	D445, D7042	[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, D8045	[mg KOH/g]		1.00		
Water	D4928 or D4006	[Vol. %]		Report		
Sediment	D473, D4807	[Mass. %]		Report		
Water/Sediment Combined Value		[Vol. %]		1.0		
Asphaltenes	D6560, IP143	[Mass%]		6.0%		
Stability	D4740	ASTM Ref.		2		
Hydrogen Sulfide	UOP163	mg/kg		Report		
Mercaptan	UOP163	mg/kg		Report		
<b>Yields [Vol. %]</b>						
Naphtha [28-191°C]	D7169, D7900	[Vol. %]	-	30		
Distillate [191-327°C]	D7169, D7900	[Vol. %]	17	31		
Gas Oil [327-566°C]	D7169, D7900	[Vol. %]	26	38		
Residuum [>566°C]	D7169, D7900	[Vol. %]	-	19		
<b>Light Ends [Liquid Vol. %]</b>						
Methane (C <sub>1</sub> )	D7900 or ITM6008	[Liquid Vol.%]		0.01		
Ethane (C <sub>2</sub> )	D7900 or ITM6008	[Liquid Vol.%]		0.10		
Propane (C <sub>3</sub> )	D7900 or ITM6008	[Liquid Vol.%]		1.0		
Normal Butane (NC <sub>4</sub> )	D7900 or ITM6008	[Liquid Vol.%]		3.0		
Isobutane (iC <sub>4</sub> )	D7900 or ITM6008	[Liquid Vol.%]		4.0		
<b>Distillation</b>						
IBP - 25°C	D7169 or D7900	Wt.%		3.0%		
IBP - 79°C	D7169 or D7900	Wt.%		10.0%		
<b>Contaminants</b>						
Organic Chlorides	D4929 B or C	mg/kg		1		
Vanadium	D5708 (B), D5863, D8252	mg/kg		75		
Nickel	D5708 (B), D5863, D8252	mg/kg		25		
Iron	D5708 (B), D5863, D8252	mg/kg		10		
Methanol	D7059	mg/kg		30		
Total Nitrogen	D4629/D5762	Wt. %		Report		

Basic Nitrogen	UOP269	Wt. %		Report		
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Commonly traded crude petroleum suitable for normal U.S. Gulf Coast refinery processing and free of foreign contaminants or chemicals.

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

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

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

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. In the event the Strategic Petroleum Reserve refuses acceptance it may also exercise its rights under FAR 52.212-4.
- NOTE 2: The acceptability of any Crude Oil depends upon any assay, or certificates of analysis for each blend component, typical of current production quality of the stream. Any Crude Oil offered to the Strategic Petroleum Reserve that meets these specifications may be subject to additional testing for acceptance.
- NOTE 3: All Crude Oil shipments received by the SPR are tested to ensure they meet specifications.
- NOTE 4: All Crude Oil shipments received by the SPR pursuant to this solicitation must be sourced from U.S. production.

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



SECTION J.D

EXHIBIT D

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



MATERIAL INSPECTION AND RECEIVING REPORT						FORM APPROVED OMB No. 0704-0248			
The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other 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.									
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.									
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			6. INVOICE NO./DATE		7. PAGE	OF	8. ACCEPTANCE POINT		
DOE OWNED CRUDE OIL					1	1			
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN		5. DISCOUNT TERMS			
9. PRIME CONTRACTOR CODE			10. ADMINISTERED BY CODE						
Fluor Federal Petroleum Operations 850 S. Clearview Pkwy. New Orleans, LA 70123			DEPARTMENT OF ENERGY STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE						
11 SHIPPED FROM (If other than 9) CODE FOB:			12. PAYMENT WILL BE MADE BY CODE						
13. SHIPPED TO CODE			14. MARKED FOR CODE						
15 ITEM NO.	16. STOCK/PART NO.	DESCRIPTION	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT			
                   	(Indicate number of shipping containers - type of container- container number.)  Gross		NET @ 60° F.	BARRELS					
<b>21. CONTRACT QUALITY ASSURANCE</b> <b>a. ORIGIN</b> <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or in supporting documents.				<b>b. DESTINATION</b> <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.				<b>22. RECEIVER'S USE</b> Quantities shown in column 17 were received in apparent good condition except as noted.	
DATE		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		DATE		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
TYPED NAME:		TITLE:		Mailing Address:		DATE RECEIVED			
MAILING ADDRESS:		COMMERCIAL TELEPHONE NUMBER:		TYPED NAME:		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
COMMERCIAL TELEPHONE NUMBER:		COMMERCIAL TELEPHONE NUMBER:		TITLE:		MAILING ADDRESS:			
COMMERCIAL TELEPHONE NUMBER:		COMMERCIAL TELEPHONE NUMBER:		COMMERCIAL TELEPHONE NUMBER:		COMMERCIAL TELEPHONE NUMBER:			
*If quantity received by the Government is the same as quantity shipped, indicate by (x) mark; if different, enter actual quantity received below quantity shipped and encircle.									
23. CONTRACTOR USE ONLY:									



<b>TANK/BARGE MATERIAL INSPECTION AND RECEIVING REPORT</b>				FORM APPROVED OMB No. 0704-0248 Expires Dec 31, 1990	
Public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington, DC 20503.					
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.					
1. TANKER BARGE <input type="checkbox"/> LOADING REPORT <input type="checkbox"/> DISCHARGE REPORT		2. INSPECTION OFFICE		3. REPORT NUMBER	
4. AGENCY PLACING ORDER ON SHIPPER, CITY, STATE, AND/OR LOCAL ADDRESS (Loading) DOE * 850 S. Clearview Pkwy * New Orleans * LA * 70123			5. DEPARTMENT DOE	6. PRIME CONTRACT OR P.O. NUMBER	
7. NAME OF PRIME CONTRACTOR, CITY, STATE AND/OR LOCAL ADDRESS (Loading) *****			8. STORAGE CONTACT		
9. TERMINAL OR REFINERY SHIPPED FROM, CITY, STATE AND/OR LOCAL ADDRESS (Loading)			10. ORDER NUMBER OR SUPPLIER		
11. SHIPPED TO (Receiving, Activity, City, State and/or Local Address) SPR SITE  COVATS Shipment #.			12. B/L NUMBER		13. REG. OR REQUEST NO.
14. CARGO NUMBER		15. VESSEL	16. DRAFT ARRIVAL FORE                      AFT	17. DRAFT SAILING FORE                      AFT	
18. PREVIOUS TWO CARGOES FIRST                      LAST		19. PRIOR INSPECTION			
20. CONDITION OF SHORE PIPELINE		21. APPROPRIATION (Loading)		22. CONTRACT ITEM NO.	
23. PRODUCT		24. SPECIFICATIONS			
25. STATEMENT OF QUANTITY		LOADED	DISCHARGED	LOSS/GAIN	PER CENT
BARRELS (42 Gals/Net) NSV					
GALLONS (Net)					
TONS (Long) Barrels GSV					
STATEMENT OF QUALITY					
TEST RESULTS		VESSEL COMPOSITE	TEST RESULTS	THIRD PARTY INSPECTOR VESSEL COMPOSITE	
API GRAVITY					
BS&W					
S&W					
SULFUR (WT%)					
RVP					
VISC @ 60 DEG. F (CST)					
VISC @ 100 DEG. F (CST)					
SALT					
POUR					
TAN					
27. TIME STATEMENT		DATE	TIME	28. REMARKS (Note in detail cause of delays such as repairs, breakdowns, slow operations, stoppage, etc.)	
				29. COMPANY OR RECEIVING TERMINAL  (Signature)	
30. I CERTIFY THAT THE CARGO WAS INSPECTED, ACCEPTED AND LOADED/DISCHARGED AS INDICATED HEREON.  _____ (Date)                      (Signature of Authorized Government Representative)			31. I HEREBY CERTIFY THAT THIS TIME STATEMENT IS CORRECT.  _____ (Master or Agent)		

SECTION J.E

EXHIBIT E

CRUDE OIL DELIVERY LOCATION INFORMATION

EXHIBIT E

**CRUDE OIL DELIVERY LOCATION INFORMATION**

Contact for delivery information	
Oil Movements Scheduling	
Bradley Bauer Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Office: 504-734-4376 Cell: 504-234-0145	Lyle Johnson Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Office: 504-734-4733 Cell: 504-315-8431
<a href="mailto:FFPOCOL@SPR.DOE.GOV">FFPOCOL@SPR.DOE.GOV</a>	<a href="mailto:FFPOCOL@SPR.DOE.GOV">FFPOCOL@SPR.DOE.GOV</a>

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

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

*SUNOCO LOGISTICS TERMINAL*

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

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

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

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

MAXIMUM LENGTH OVERALL (LOA):

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

Sabine Pilot – Daylight Transit Restrictions

LOA 875'  
 Beam 125'  
 DWT 85,000

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

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

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

**BARGE LOADING CAPABILITY:**

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

**OILY WASTE RECEPTION FACILITIES:**

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

**CUSTOMARY ANCHORAGE:**

There is anchorage available South of S.B. Buoy (Lat. 29 deg. 25 min. N., and Long, 93 deg. 40 min. W.) and also at Sabine Bar for (5) vessels with fresh water draft of 36 ft. or less; and short term anchorage for vessels of less than 40 ft. draft in 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](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  
Office of Acquisition and Sales  
900 Commerce Road East  
New Orleans, LA 70123  
Telephone: (504) 734-4343  
Fax: (504) 818-5343

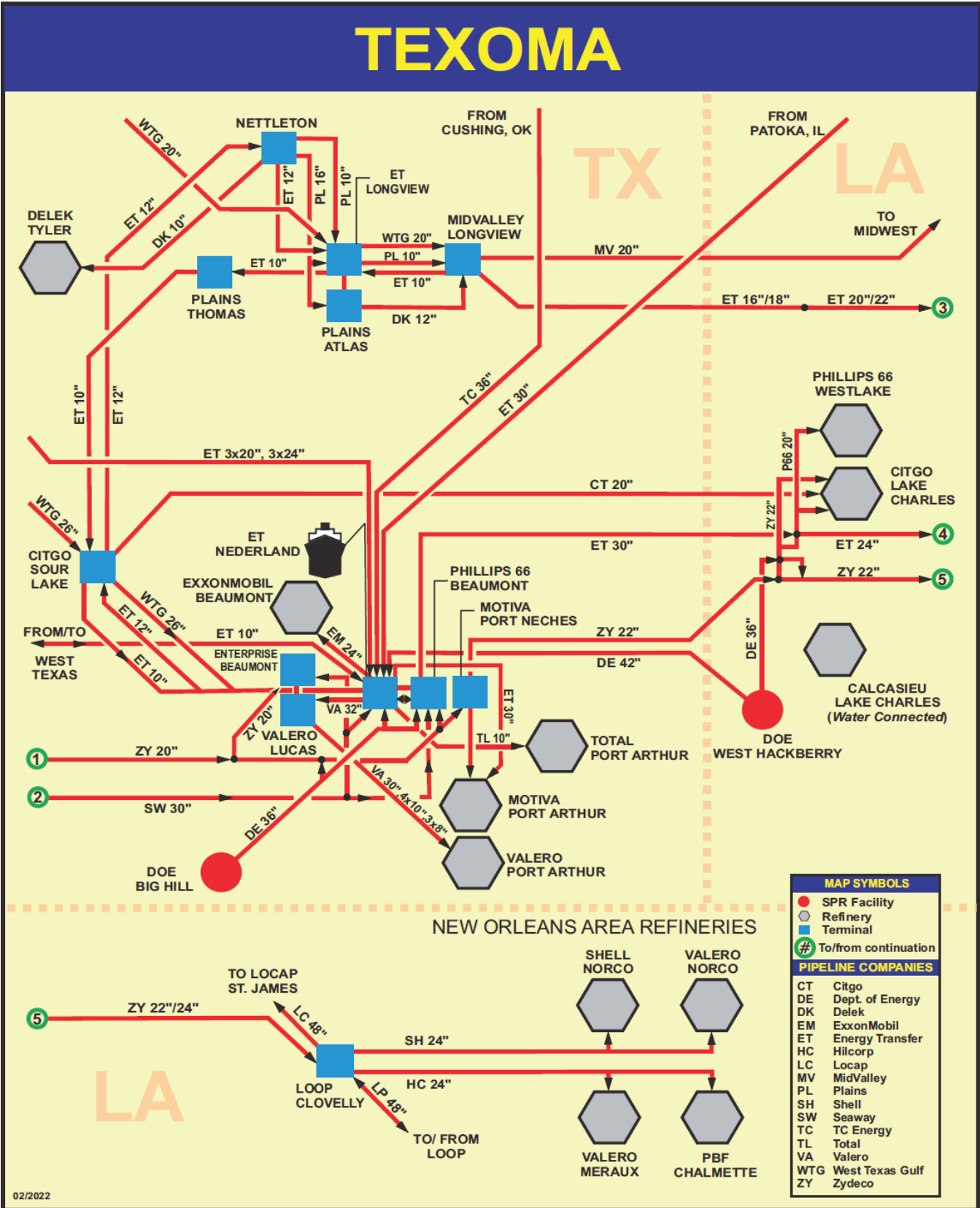
EXHIBIT F continued

- (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**



SECTION J.H

EXHIBIT H

**SPR Nomination Form**

SPR Operations Fluor Federal Petroleum Operations New Orleans, Louisiana <a href="mailto:FFPOCOL@SPR.DOE.GOV">FFPOCOL@SPR.DOE.GOV</a>	<u>Scheduler</u> Bradley Bauer (504) 234-0145 Lyle Johnson (504) 315-8431 <u>Quantity and Quality</u> Ned Scheppegrell (504) 722-6146
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**\*\*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, 3<sup>rd</sup> 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](mailto:FFPOCOL@spr.doe.gov) with nomination.

†Third Party Inspection Company Information

Company: 3<sup>rd</sup> Party Inspection Company

Contact: 3<sup>rd</sup> Party Contact Name

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

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

<u>Delivery Window</u>	<u>Pipeline/Vessel</u>	<u>Volume (MB)</u>	<u>SPR Site</u>	<u>Destination</u>
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 will pre-test each cargo prior to receipt, quality specifications have been included with nomination form. Please contact Ned Scheppegrell 504-722-6146 [Ned.Scheppegrell@spr.doe.gov](mailto:Ned.Scheppegrell@spr.doe.gov) and or Adam Morgan 504-360-4968 [Adam.Morgan@spr.doe.gov](mailto:Adam.Morgan@spr.doe.gov) with any questions.

(see table of contents to download this example)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS



PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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K.3. OFFEROR CERTIFICATION..... K-25

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.