



Department of Energy

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

January 3, 2024

Prospective Offerors:

The Department of Energy, Strategic Petroleum Reserve Project Management Office (SPRPMO), located at 900 Commerce Road, East, New Orleans, Louisiana, has a requirement to conduct a purchase of up to three (3) million barrels of United States produced sour crude oil for April 2024 delivery.

You are invited to submit a proposal. You are to base your proposal for this requirement on the information provided in the attached Request for Proposal (RFP), 89243524RCR000012. **Submission of proposals will only be accepted via email.** The proposal preparation instructions are described in Part IV, Section L of the RFP and **must be received not later than 11:00 a.m., Central Time (CT), on January 10, 2024.** The proposal shall be valid until 4:00 p.m., CT, on January 19, 2024. The Government may finalize awards at any time prior to proposal expiration in accordance with Paragraph B.5. **In order to participate in Federal procurements, potential offerors must be registered and have an active account in the System for Award Management (SAM) at <https://www.sam.gov/>.**

Notice to Offerors: This acquisition is subject to the requirement for the use of U.S.-Flag vessels. (Refer to Part II, Section I, Clause I.3 (63)) and the Cargo Preference Act, as amended, Pub. L. No. 83-664, 68 Stat. 832, 46 U.S.C. § 1241(b).) (Refer to Part III, Section J, Exhibit F.)

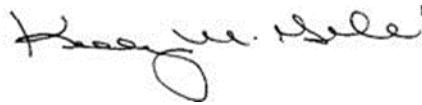
The Government contemplates award of a firm-fixed-priced contract resulting from this RFP. Multiple awards may be made. The Government intends to evaluate proposals without discussions with Offerors (except clarifications). Therefore, the Offeror's initial proposal should contain its best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if it is later determined necessary. The delivery period is April 1, 2024, to April 30, 2024.

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

This RFP does not commit the Government to procure or contract for any supplies. Proposal preparation costs as a result of this solicitation will not be borne by the Government.

Questions concerning the solicitation must be submitted via email to sproilpurchase@spr.doe.gov by 4:00 p.m. CT on January 5, 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly M. Gele'". The signature is fluid and cursive, with a large loop at the end.

Kelly M. Gele'
Contracting Officer

Attachment



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



REQUEST FOR PROPOSAL
89243524RCR000012
PURCHASE OF UP TO THREE MILLION
(3.0MMB)
BARRELS OF
U.S. PRODUCED SOUR CRUDE OIL
FOR THE
STRATEGIC PETROLEUM RESERVE

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PART I - THE SCHEDULE

SECTION A

SOLICITATION/CONTRACT FORM

| | | | | | | | |
|---|---|------------------------------------|-----------------|---|---|--|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER | | PAGE OF 1 2 | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 89243524RCR000012 | | 6. SOLICITATION ISSUE DATE 01/03/2024 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Jennie Carter Thibodaux | | b. TELEPHONE NUMBER (No collect calls) 504-343-3538 | | 8. OFFER DUE DATE/LOCAL TIME 01/10/2024 1100 CT | |
| 9. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123 | | | CODE 892435 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <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) </div> <div> NAICS: 424720 SIZE STANDARD: 200 </div> </div> | | | |
| 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 SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123 | | CODE 01601 | |
| 17a. CONTRACTOR/ OFFEROR | | CODE | | FACILITY CODE | | 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: 04/01/2024 to 04/30/2024 Crude oil (See Section J, Exhibit A for Offer Form) (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input 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 type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | 31c. DATE SIGNED | |
| | | | | Kelly M. Gele | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <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 | | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 INTRODUCTION

- a. The Department of Energy (DOE), Strategic Petroleum Reserve Project Management Office (SPRPMO) is soliciting to purchase up to 3,000,000 barrels of sour Crude Oil **produced in the United States** 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 12 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 (C₁-C₃) and greatly restricting immediate deliverability which is the critical mission of the SPR. Light ends may not be immediately observed through analysis at ambient temperatures, but are entrained in certain crude types and released during underground storage. Lighter ends, Methane, Ethane and Propane are the single largest contributor to vapor pressure increase. Crude oils displaying C₁-C₃ volume percent outside of the required specifications and determined by the allowed methods listed in Exhibit C-1, will be considered outside of the SPR's acceptance criteria and deemed incompatible with existing SPR stocks. Blending heavier crudes with light end crudes may cause separation of the blend at higher temperature, thus rendering the stream undeliverable. SPR reserves the right to reject any crude oil in order to ensure the quality of the crude oil received, stored, and maintained within the SPR.

| 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 April 1, 2024, through April 30, 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 “Δ” value for each successful line item offer. The final contract sum value is the per barrel price(s) multiplied by the corresponding award quantity for each line-item award as determined on the fourth trading day after notice of award.
- b. A maximum contract value will be determined at the time of award notification based on the average of NYMEX WTI April 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 “Δ” 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). 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).
- 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 | 4/1/2024 – 4/30/2024 |

- 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:

| Quality | |
|------------------------|-------------|
| <u>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, or the elimination of a blend component as identified on Contractor supplied C-1, 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.

*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 April 1, 2024 through April 30, 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 April, the Contractor shall nominate a delivery program to the DOE not later than March 15, 2024. The Government will respond to the Contractor not later than 5 business days of submittal, confirming the schedule as originally submitted or proposing alterations. The Contractor shall confirm nominations with the DOE via email using the form included in Section J, Exhibit H.
- b. For marine deliveries, the Contractor shall make necessary arrangements with the commercial terminals connected to the DOE. Delivery program nominations received by DOE subsequent to the required time period or those altered as a result of a contract modification will be handled by DOE on a best-efforts basis. Requests for contract modifications will be evaluated after scheduling of original awards. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.
- c. For pipeline deliveries, the Contractor shall make necessary arrangements with the commercial pipelines connected to the DOE or its interconnecting pipelines. Nomination information regarding these deliveries will be provided to the DOE not later than five days prior to the month in which deliveries will be made. Delivery program nominations received by DOE subsequent to the required time period or those altered as a result of a contract modification will be handled by DOE on a best-efforts basis. Requests for contract modifications will be evaluated after scheduling of original awards. The Contractor shall be deemed to have agreed to such alterations unless the Contractor requests the Government to reconsider its request within two business days of notification of delivery range reduction. The Government will use its best efforts to accommodate such requests, but its decision following any reconsideration shall be final and binding.
- d. The Contractor shall be responsible for meeting all delivery requirements imposed by the commercial facilities, including complying with the rules,

regulations and procedures contained in applicable port/terminal manuals, pipeline tariffs, or other applicable documents.

- e. RESERVED.
- f. Whenever an inspector and/or loss control representative is appointed by the Contractor to witness the delivery operation (gauging, sampling, testing, etc.), written notification shall be provided to the DOE, no later than 72 hours prior to the scheduled date of each applicable cargo delivery to the DOE.
- g. Absence of the name(s) of a Contractor's inspector and/or representative on the delivery documentation constitutes acceptance by the Contractor of the delivery quantity and quality as determined by the DOE and/or its representative(s).
- h. The Contractor is solely responsible for making the necessary arrangements with terminals and pipeline carriers, including tankage, to achieve any minimum rate/quantity required by connecting commercial facilities to ensure Crude Oil deliveries are made to the Big Hill SPR site. Contractors are also cautioned that gauging and or testing of all incoming Crude Oil to determine SPR compatibility as noted in Section J Exhibit C-1 will require the tank to be static. This should be a consideration of all Offerors when investigating terminals/pipelines and when submitting schedules as noted in B.6(c).
- i. Because this is considered a domestic move, the Jones Act, 46 U.S. C. § 55102 Transportation of Merchandise, is the determinative maritime transportation law. See Exhibit F.
- j. RESERVED.
- k. Due to varying conditions of vessel delivery and shipping or pipeline transmission, the quantity actually delivered may vary by +/-5 percent for each shipment. However, in accordance with Section B.6 and B.7, the Contractor shall engage sufficient transportation capacity during the month's scheduled deliveries in order to ensure that the total contracted quantity will be delivered, without exceeding the agreed upon quantity.

F.2 DELIVERY AND RECEIPT DOCUMENTATION OF CRUDE OIL

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

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

F.3 PERIOD OF PERFORMANCE

The window for Crude Oil deliveries to the Big Hill SPR site is April 1 through April 30, 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.

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SECTION G

CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 DOE SPR CORRESPONDENCE PROCEDURES

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

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

- a. Contracting Officer's email address is:

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

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

Jennie C. Thibodaux
Jennie.Thibodaux@spr.doe.gov
(504) 343-3538

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

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

Alternate Technical Representative's email address is:

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

- d. FFPOCOL@spr.doe.gov

G.2 BILLING INSTRUCTIONS

The Contractor must submit 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 30th calendar day after the designated billing office receives a proper invoice from the Contractor. The Government considers payment as being made on the date of an electronic funds transfer (EFT).

A proper invoice must include the following:

- Company name
- Department of Energy contract number
- Invoice number
- 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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TITLE TO CRUDE OIL

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

H.2 NATIONAL AND OPERATIONAL EMERGENCIES

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

H.3 FORCE MAJEURE

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

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

PART 1 – THE SCHEDULESECTION ICONTRACT CLAUSESTable of Contents

Application of FAR and DEAR Clauses incorporated by reference is explained in FAR 52.252-2.

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| I.1 | FAR 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) | By Reference |
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| I.3 | FAR 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) | Full Text |
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| I.5 | FAR 52.202-1 | DEFINITIONS (JUN 2020) | By Reference |
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| 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 (NOV 2023) | 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 I

CONTRACT CLAUSES

I.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in

either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment

by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination,

plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and

Unauthorized Obligations paragraphs of this clause; (3) the clause at [52.212-5](#); (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (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 (DEC 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 Covered Entities (DEC 2023) (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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (6) (Reserved)

☐ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

☐ (11)(i) 52.204-30, 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204–30.

☒ (12) 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).

☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (14) (Reserved)

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

☐ (16) 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).

☐ (17) (Reserved)

☐ (18)(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.

☐ (19)(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.

☒ (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

☐ (21)(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.

☐ (22)(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.

☐ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

[X] (26)(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.

[] (27) 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)).

[] (28) 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)).

[] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[X] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2023).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

[X] (36)(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.

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

☒ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (39)(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).

☐ (40) 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.)

☐ (41)(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.)

☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (44)(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.

☐ (45)(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.

☐ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐ (47)(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.

☒ (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (50) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

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

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

☐ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (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 (NOV 2023) of 52.225-3.

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

☐ (54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (55) 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).

[] (56) 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).

[] (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (60) 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).

[] (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (63) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[X] (67)(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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 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.

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

(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).

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

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

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

(xiv) 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.

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

(xvi) [] (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).

(xvii) 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).

(xviii) 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).

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

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

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

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

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

(xxiii) 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).

(xxiv) 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.

(xxv) 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.

(xxvi) 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 ATTACHMENTSSECTION JTABLE OF CONTENTS

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SECTION J.A

EXHIBIT A

OFFER FORM

EXHIBIT A**OFFER FORM**

(see table of contents to download this example)

| Line Item | SPR Site* | Volume Offered | Crude Oil Type | Offer "▲" ¹ | API Gravity | Sulfur % Weight | Delivery Mode** | Location*** |
|-----------|-----------|----------------|----------------|------------------------|-------------|-----------------|-----------------|-------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

THIS OFFER SHALL REMAIN VALID UNTIL: 16:00 CT January 19, 2024*SPR Site Code**BH** **Big Hill****Delivery Modes

| | |
|-----|------------------------------|
| P/L | Pipeline |
| US | U.S. Flag Ocean Going Vessel |

***Location

Nederland Terminal (BH)
P66 at Beaumont (BH)

¹ See section B.5 for explanation

Note: The Sour Quality Statement (Exhibit C-1) and applicable Certificates of Analysis are required to be submitted when Offer Form is submitted to the Government

SECTION J.B

EXHIBIT B

CONTRACT FORM

EXHIBIT B

| SPR Crude Oil Purchase | | | CONTRACT NUMBER | | | | Page 1 of ____ | |
|--|-----------------|-------------------------------|-------------------------|-----------------------|-------------|---|-----------------|-------------|
| <p>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.</p> | | | | | | | | |
| Line Item | SPR SITE(S)* | TOTAL Contracted Volume | CRUDE OIL GRADE/TYPE | Price Differential | API Gravity | SULFUR % MASS | DELIVERY MODE** | LOCATION*** |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| Total Contract value shall not exceed \$ | | | | | | | | |
| Accounting & Appropriation Data: | | | | | | | | |
| EXECUTION BY CONTRACTOR DATE (Day, Month, Year) NAME OF CONTRACTOR ADDRESS (Street, City, State & Zip Code) (Type or Print) INTERNET ADDRESS | | | | | | EXECUTION BY GOVERNMENT UNITED STATES OF AMERICA BY: DATE: NAME AND TITLE OF CONTRACTING OFFICER _____ Contracting Officer U. S. Department of Energy Office of Acquisition and Sales Strategic Petroleum Reserve | | |
| SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under Signature) | | | | | | | | |

SECTION J.C-1

EXHIBIT C-1

SPR CRUDE OIL SPECIFICATIONS

EXHIBIT C-1

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

| Sour Statement of Quality Data Product Specifications | | | | | | |
|---|-------------------------|----------------|-------------------|-------------------|--------|--------|
| Company: | | | | | | |
| Date: | | | | | | |
| Crude Stream (define any acronyms): | | | | | | |
| Crude Components(define acronyms): | | | | | | |
| Product Parameter | Test Method | Unit(s) | Specification Min | Specification Max | Result | Method |
| 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 | | |
| Yields [Vol. %] | | | | | | |
| 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 | | |
| Light Ends [Liquid Vol. %] | | | | | | |
| Methane (C ₁) | D7900 or ITM6008 | [Liquid Vol.%] | | 0.01 | | |
| Ethane (C ₂) | D7900 or ITM6008 | [Liquid Vol.%] | | 0.10 | | |
| Propane (C ₃) | D7900 or ITM6008 | [Liquid Vol.%] | | 1.0 | | |
| Normal Butane (NC ₄) | D7900 or ITM6008 | [Liquid Vol.%] | | 3.0 | | |
| Isobutane (iC ₄) | D7900 or ITM6008 | [Liquid Vol.%] | | 4.0 | | |
| Distillation | | | | | | |
| IBP - 25°C | D7169 or D7900 | Wt.% | | 3.0% | | |
| IBP - 79°C | D7169 or D7900 | Wt.% | | 10.0% | | |
| Contaminants | | | | | | |
| 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 | | |

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

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

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

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

SECTION J.D

EXHIBIT D

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

DD FORM 250

| MATERIAL INSPECTION AND RECEIVING REPORT | | | | | | <i>FORM APPROVED</i> <i>OMB No. 0704-0248</i> | | | | | | | |
|---|--|---|-------------|--|---------------------|--|------------|----------|---------------------|----------------|--|------------|--|
| <p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248) Arlington, DC 20503. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p style="text-align: center;">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p> | | | | | | | | | | | | | |
| 1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. | | | (ORDER) NO. | | 6. INVOICE NO./DATE | | 7. PAGE OF | | 8. ACCEPTANCE POINT | | | | |
| DOE OWNED CRUDE OIL | | | | | | | 1 1 | | | | | | |
| 2. SHIPMENT NO. | | 3. DATE SHIPPED | | 4. B/L TCN | | 5. DISCOUNT TERMS | | | | | | | |
| 9. PRIME CONTRACTOR CODE Fluor Federal Petroleum Operations 850 S. Clearview Pkwy. New Orleans, LA 70123 | | | | 10. ADMINISTERED BY CODE DEPARTMENT OF ENERGY STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE | | | | | | | | | |
| 11 SHIPPED FROM (If other than 9) CODE FOB: | | | | 12. PAYMENT WILL BE MADE BY CODE | | | | | | | | | |
| 13. SHIPPED TO CODE | | | | 14. MARKED FOR CODE | | | | | | | | | |
| 15. ITEM NO. | | 16. STOCK/PART NO. | | 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 | | | | | |
| 21. CONTRACT QUALITY ASSURANCE a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or in supporting documents. | | | | | | b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. | | | | | | | |
| DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | |
| TYPED NAME: TITLE: MAILING ADDRESS: | | | | | | TYPED NAME: TITLE: MAILING ADDRESS: | | | | | | | |
| COMMERCIAL TELEPHONE NUMBER: | | | | | | COMMERCIAL TELEPHONE NUMBER: | | | | | | | |
| 22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted. DATE RECEIVED SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: <i>*If quantity received by the Government is the same as quantity shipped, indicate by (x) mark; if different, enter actual quantity received below quantity shipped and encircle.</i> | | | | | | | | | | | | | |
| 23. CONTRACTOR USE ONLY: | | | | | | | | | | | | | |

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: 504-453-8289 | Lyle Johnson Fluor Federal Petroleum Operations 850 S. Clearview Parkway New Orleans, LA 70123 Office: 504-734-4733 Cell: 504-315-8431 |
| FFPOCOL@SPR.DOE.GOV | FFPOCOL@SPR.DOE.GOV |

(i) Sun Marine Terminal, Nederland, TX

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

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

Mike Mott, Team Lead, Beaumont Scheduling O(409) 724-3337 C(281) 660-2247
 Mark Maxwell, Products Scheduling O(409)724-3288 C(409)724-3209
 Johnny Gaw, Crude Pipeline Scheduler O(409)724-3232 C(832) 358-5831
 Peggy Smith, Crude Ship Scheduler O(409)724-3232 C(281)235-2936
 Randy Hudson, Products Scheduler O (409)724-3215 C (409)519-0059

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

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

SUNOCO LOGISTICS TERMINAL

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

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

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

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

MAXIMUM LENGTH OVERALL (LOA):

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

Sabine Pilot – Daylight Transit Restrictions

LOA 875'

Beam 125'

DWT 85,000

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

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

BARGE LOADING CAPABILITY:

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

OILY WASTE RECEPTION FACILITIES:

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

CUSTOMARY ANCHORAGE:

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

EXHIBIT E
CRUDE OIL DELIVERY LOCATION INFORMATION (Continued)

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

Phillips 66 BEAUMONT TERMINAL

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

PETROLEUM STREAMS: Big Hill Sweet and Big Hill Sour

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

MARINE DOCK FACILITIES AND VESSEL RESTRICTIONS:

TANKSHIP DOCKS: 1 Dock (No. 2)

MAXIMUM LENGTH

OVERALL (LOA): 1,020 feet

MAXIMUM BEAM: 150 feet

MAXIMUM DEADWEIGHT TONS (DWT):

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

BARGE LOADING CAPABILITY: None

OILY WASTE RECEPTION FACILITIES:

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

CUSTOMARY ANCHORAGE:

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

SECTION J.F

EXHIBIT F

JONES ACT

EXHIBIT F

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

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

MARAD can be contacted at:

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

EXHIBIT F continued

And additional information related to domestic shipping is available at:

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

Unless otherwise specified in the Request for Proposal, a Contractor seeking a waiver of the "Jones Act" should submit a request by letter or electronic means, in accordance with Department of Homeland Security requirements to:

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

Contractors should identify themselves as a participant in the Government U.S. Produced Crude Oil purchase program in this Request for Proposal.

EXHIBIT F continued

Copies of the Jones Act waiver requests should also be sent, as appropriate, to:

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

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

- (3) Contracting Officer, CR-46.6
Strategic Petroleum Reserve Project Management Office
Office of Acquisition and Sales
900 Commerce Road East
New Orleans, LA 70123
Telephone: (504) 734-4343
Fax: (504) 818-5343

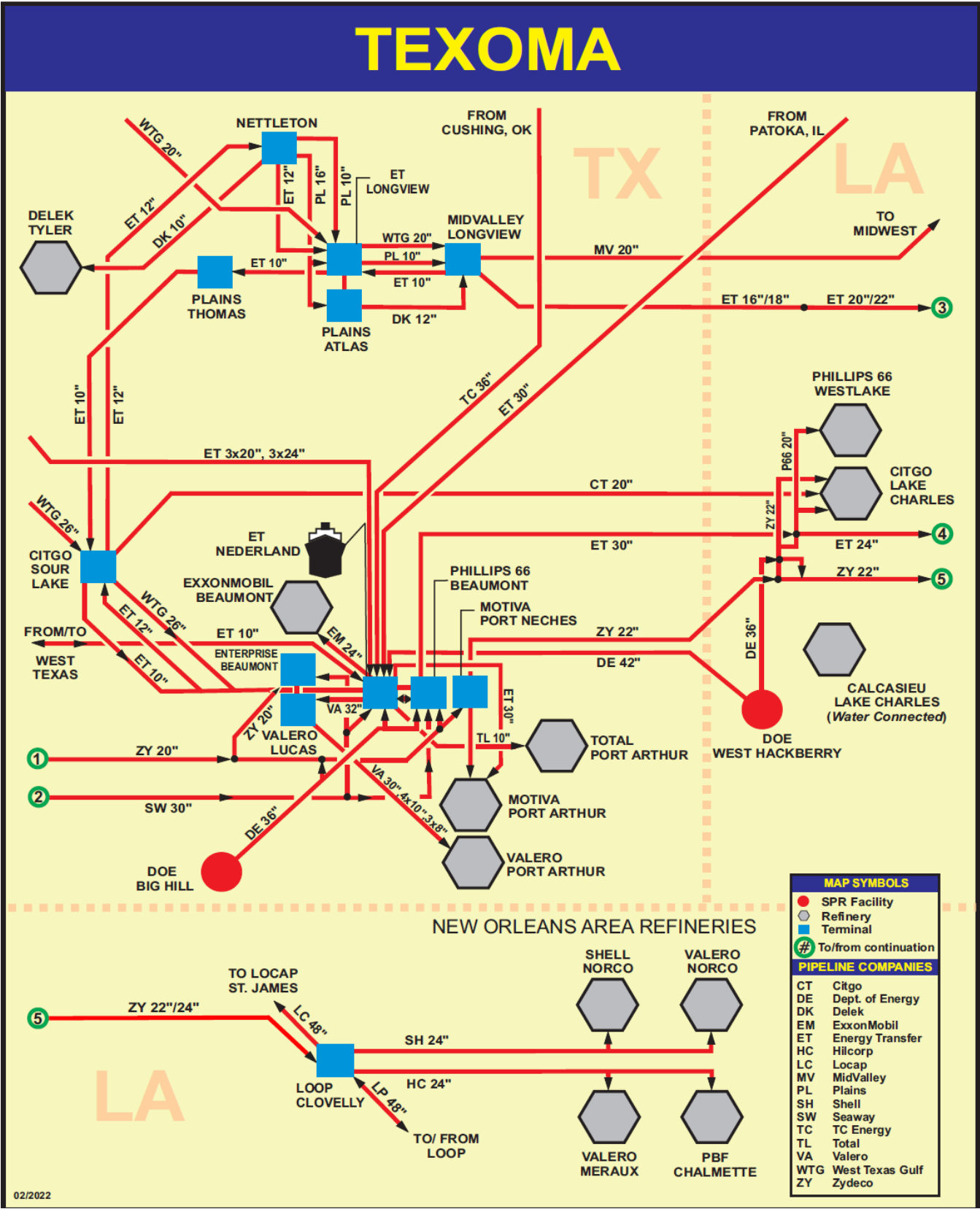
EXHIBIT F continued

- (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
FFPOCOL@SPR.DOE.GOV

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

****The following Information Must Be Provided by the Contractor****

Submission Date: **Submission Type: Original Nomination**

Contract No.:
 Contractor:
 Address:

Contractor Contact Information

| | |
|------------------|------------|
| Primary Contact: | Alternate: |
| Office: | Office: |
| Cell: | Cell: |
| Email: | Email: |

CODR/DD250 Contractor Signatory Designee*: Signatory Designee Name

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

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

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

†Third Party Inspection Company Information

Company: 3rd Party Inspection Company

Contact: 3rd Party Contact Name

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

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

| <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 and or Adam Morgan 504-360-4968 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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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

(a) Definitions. As used in this provision-

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

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

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit

pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that-

(i) It ___ is, ___ is not a service-disabled veteran-owned small business concern; or

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the

name and unique entity identifier of each party to the joint venture:
_____.]

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

Note to Paragraphs (c)(8) and (9):

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

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

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

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

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

- (i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ___ has, ___ has not filed all required compliance reports.

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

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

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

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

- (1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

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

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

| Line item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|----------------------|--------------------------|--|
| | | |
| | | |
| | | |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

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

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

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

| Line item No. | Country of origin |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

| Line item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| | | |
| | | |
| | | |

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If

Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

| Line item No. | Country of origin |
|---------------|-------------------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

| Line item No. | Country of origin |
|---------------|-------------------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

[List as necessary]

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

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

finally determined until all judicial appeal rights have been exhausted.

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

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

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

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

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

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

(1) Listed end products.

| Listed end product | Listed countries of origin |
|--------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

[List as necessary]

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.
- (5) Common parent.
- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

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

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

(2) Representation. The Offeror represents that-

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: [].

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

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

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

Highest-level owner CAGE code: [].

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

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

(s) (Reserved)

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of provision)

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

(a) *Definitions.* As used in this provision—

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

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

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

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

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general

manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding

could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

K.3 OFFEROR CERTIFICATION

By submission of an offer, Offeror certifies:

1. It is a regular seller/distributor of Crude Oil; and
2. All Crude Oil shipments received by the SPR pursuant to this solicitation will be sourced from U.S. production.
3. All US Produced Crude Oil cargoes submitted to the SPR shall adhere to the Crude Oil specifications in Sour Quality Checklist Section J, C-1

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
OR RESPONDENTS

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
RESPONDENTS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 FALSE STATEMENTS

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

L.2 AMENDMENTS ISSUED TO THE SOLICITATION

- (a) Any amendments issued to the solicitation will be posted to the SPR Internet at www.spr.doe.gov and through FedConnect at <https://www.fedconnect.net/>. Paper-form copies of amendments will not be provided. Email notifications will be provided to potential offerors who are registered in FedConnect to receive such notices. **All amendments must be acknowledged in your proposal.**
- (b) The only method by which any term of this solicitation may be modified is by formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-proposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation.

L.3 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

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

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

- a. Proposal shall be submitted via email to:
sproilpurchase@spr.doe.gov

Submission must be received not later than 11:00 AM Central Time (CT) on January 10, 2024. Offeror is responsible to verify receipt of proposal.

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

L.5 PROPOSAL PREPARATION INSTRUCTIONS

- (a) General

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

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

- (b) Proposal Instruction

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

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

- (1) Cover Letter. The cover letter shall include, but not be limited to, the following:
 - a) The solicitation number.
 - b) The name, title, and signature of person authorized to sign the proposal (Standard Form (SF) 1449 and Section J, Exhibit B.) Proposals signed by an agent shall be accompanied by evidence of that agent's authority. This individual must have the authority to commit the Offeror to all the terms and conditions of the resulting contract, fully recognizing that the Government intends to make an award without discussions.
 - c) The names, titles, telephone numbers, and electronic addresses of persons authorized to represent the Offeror in contractual matters, including negotiations.
 - d) Acknowledge receipt of any amendments to this solicitation by listing the amendment number(s) and date(s) of issuance.
 - e) A statement identifying any exceptions or deviations the Offeror is taking to the terms and conditions specified in the contract (Sections A through K of this solicitation). However, exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions.

 Any exceptions taken must obtain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause an offer to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your offer as unacceptable.
- (2) Fully executed SF 1449 – Offeror shall fill in Blocks 17a and Blocks 30a-30c. Note that Block 17a should include offeror name and address, offeror Unique Entity Identifier (UEI) and Commercial and offeror Government Entity (CAGE) Code as listed in offeror's System for Award Management (SAM) account.

- (3) Fully executed Contract Form (refer to Section J, Exhibit B). **The offer shall remain valid until 4:00pm CT January 19, 2024.**
- (4) Completed Offer Form. All offers shall be submitted on the form provided at Section J, Exhibit A. For each offer, the following information shall be provided on Exhibit A: (1) SPR Site, (2) Quantity, (3) Generic Crude Oil or Crude Oil basket, (4) the Price as noted in section B.5 differential (to the \$0.001) to NYMEX West Texas Intermediate (WTI), adjusted for Argus Mars weighted average month 1 – Houston close for, to represent factors, including but not limited to location, quality, and market considerations, (5) Delivery month for the line item (6) API Gravity for each Crude Oil, (7) sulfur % weight for each Crude Oil, and (8) delivery mode, and (9) location.
- (5) Sour Quality Statement Exhibit C-1. A Certificate of Analysis for each blend component dated within 12 months of this RFP publication date. For each line item in Exhibit C-1.1 for which the Offeror submits an offer, the following information shall be provided: (1) API Gravity – Result and Method of Analysis, (2) Sulfur– Result and Method of Analysis, (3) Pour Point– Result and Method of Analysis, (4) Salt– Result and Method of Analysis Content, (5-6) Viscosity– Result and Method of Analysis, (7-8) Vapor Pressure– Result and Method of Analysis, (9) Total Acid– Result and Method of Analysis, (10) Water– Result and Method of Analysis, (11) Sediment– Result and Method of Analysis, (12) Water/Sediment combined – Result and Analysis, (13) Asphaltenes – Result and Method of Analysis, (14) Stability – Result and Method of Analysis, (15) Hydrogen Sulfide – Result and Method of Analysis, (16) Mercaptan – Result and Method of Analysis, (17) Naphtha– Result and Method of Analysis, (18) Distillate– Result and Method of Analysis, (19) Gas Oil– Result and Method of Analysis, (20) Residuum– Result and Method of Analysis, (21) Methane C₁– Result and Method of Analysis, (22) Ethane C₂– Result and Method of Analysis, (23) Propane C₃– Result and Method of Analysis, (24) Normal Butane NC₄ – Result and Method of Analysis, (25) Isobutane iC₄ – Result and Method of Analysis, (26-27) IBP– Result and Method of Analysis, (28) Organic Chlorides – Result and Method of Analysis, (29) Vanadium – Result and Method of Analysis, (30) Nickel – Result and Method of Analysis, (31) Iron – Result and Method of Analysis, (32) Methanol – Result and Method of Analysis, (33) Total Nitrogen – Result and Method of Analysis, (34) Basic Nitrogen – Result and Method of Analysis.

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

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.9 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kelly M. Gele' – Contracting Officer
Department of Energy Strategic Petroleum Reserve
900 Commerce Rd East
New Orleans, LA 70123
E-mail: kelly.gele@spr.doe.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, SW., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

L.12 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and

provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

DEAR: <https://www.acquisition.gov/dears>

(End of provision)

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION - COMMERCIAL ITEMS

- a. The Government will award contract(s) resulting from this solicitation to the responsible Offeror (s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- (1) The offer evaluation shall be based on the most economical satisfaction of SPR crude type requirements, determined to be the lowest acquisition cost for offers judged to be within their respective fair and reasonable market price ranges for delivery into SPR site.
 - (2) For purposes of offer evaluation, the offer value shall be based on the “Δ” constant differential to NYMEX WTI, adjusted for Argus Mars weighted average month 1 – Houston close, specified by the Offeror on Exhibit A – Offer Form (to the \$0.001) to represent factors, including but not limited to delivery period, location, quality, and market factors. If a basket is offered one “Δ” value shall be provided per basket and the offer will be evaluated based on the Government’s determination of the lowest value Crude Oil in the basket.
 - (3) During the evaluation of the offers for award, DOE will give consideration for deliveries made by U.S. Flag (ocean going) marine tonnage. A factor will be applied to the U.S. Flag ocean marine offers (for price evaluation purposes only) when the offers are reviewed and ranked.
 - (4) Technical - The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms from a price and technical standpoint. A technical description of the items being offered should be in sufficient detail to evaluate compliance with the requirements in the solicitation.

The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public

interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

M.2 CONSIDERATION OF OFFERS

- a. The DOE shall award contract(s) resulting from this solicitation to those responsible Offeror(s) whose offer(s) conforming to the solicitation shall in the DOE's judgment be most advantageous to the Government. DOE also reserves the right to make multiple awards.
- b. The DOE reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the DOE.
- c. The DOE may award a contract on the basis of initial offer(s) received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms. However, the DOE reserves the right to conduct discussions with any Offeror if it is later determined by the Contracting Officer to be necessary. In the event the DOE requests best and final offers, a date and time for receipt of such offers shall be set forth in the request. Any best and final offers received after the time and date specified for the receipt of best and final offers shall not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- d. The DOE reserves the right to award a contract for a quantity of Crude Oil that is less than the quantity offered unless the Offeror specifies otherwise in the offer, e.g., all or none. However, in no instance shall DOE award a volume less than 300,000 barrels unless it is in the interest of the DOE.

M.3 EVALUATION PROCEDURE FOR AWARD

- a. Offers shall be evaluated based on the most economical satisfaction of SPR crude requirements, determined to be the lowest acquisition cost for offers judged to be within their respective fair and reasonable market price ranges for delivery into the DOE SPR Site. Evaluation of the offers shall consider the market value of the Crude Oils. If offers containing one or more baskets of multiple Crude Oils are received, the lowest valued Crude Oil within a specified basket will be used for evaluation purposes. Note: If a basket is offered, one “Δ” value shall be provided per basket.
- b. Submission of offers that include multi-priced or tiered bids will be permitted, however, conditional bids will not be considered.
- c. Each offer will be considered on its own merits for comparison with other offers for that specific line item in Section J, Exhibit A.