



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

NOTICE OF SALE
DE-NS96-22PO70000

Pursuant to the authority and direction of the President of the United States, the Strategic Petroleum Reserve (SPR) is conducting an emergency sale of SPR crude oil as provided for by the Department of Energy Organization Act (42 U.S.C 7101 et seq.) and Section 161(d) of the Energy Policy and Conservation Act (42 U.S.C. 6241). The Department of Energy invites you to submit offers for the purchase of crude oil from the SPR. Contracts resulting from this sale shall be subject to contract price adjustment as set forth in the Supplements and Amendments to the Standard Sales Provisions (SSP). This Notice of Sale contains the terms and conditions of the sale and specific instructions for preparation and submittal of offers.

As stated in this Notice of Sale, you are required to submit your offer using the Crude Oil Sales Offer Program. **Manual offers will NOT be accepted.**

Offers are due by 10:00 a.m. Central Time, Tuesday September 27, 2022.

Please read this solicitation carefully. Questions regarding this Notice of Sale must be submitted via email by noon, Central Time, Monday September 26, 2022, to allow a reply to reach all prospective Offerors prior to submission of their offers. Any questions received after this date/time may not be answered prior to the date/time offers are due. Questions/Responses will be posted daily, by 5:00 p.m. Central Time at: <https://www.spr.doe.gov/doesec/oilsale.htm>. Questions must be addressed to:

Contact

Telephone

E-Mail

Mary C. Roark
(Contracting Officer)

(504) 734-4195

mary.roark@spr.doe.gov

A handwritten signature in black ink, appearing to read "Kelly M. Gelé", is located below the contact information.

Date: September 19, 2022

Kelly M. Gelé
Director, Office of Acquisition and Sales

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INSTRUCTIONS

GENERAL REQUIREMENTS

1. Offer must be submitted via the Crude Oil Sales Offer Program (COSOP) by the date/time specified in the Notice of Sale. **Manual offers will NOT be accepted.**
2. Offerors are required to submit an Offer Guarantee (See SSP B.12). Any entity that currently stores oil in the SPR under a Lease and Storage Agreement is exempt from the Offer Guarantee and Payment and Performance Letter of Credit requirements in this NOS.

Failure to submit the above documents or to comply with material requirements of the Notice of Sale may be cause for rejection of the offer.

SALE-SPECIFIC REQUIREMENTS

The following sales requirements are established for this sale:

1. The sale will be by price competition and shall be conducted pursuant to Title 10 Code of Federal Regulations Part 625 [Appendix A](#), except as may be supplemented or amended by this Notice of Sale. While the location of the [Appendix A](#): Standard Sales Provisions has changed, the provision itself has not changed since 2005.
2. The intent of this sale is to award up to 10.0 million sweet barrels. The delivery period for this sale shall be from November 1, 2022 to November 30, 2022 from Big Hill and from November 1, 2022 to November 20, 2022 from West Hackberry. Requests for early deliveries in accordance with SSP C.5(c) will be accommodated to the maximum extent possible, terms to be negotiated.
3. The crude oil streams, delivery modes and periods, and the quantities offered in this sale, as well as minimum contract quantities, are shown in [Attachment A](#).

Note: It is the responsibility of the Offerors to ensure that terminal and pipeline availability is sufficient at the Delivery Line Item (DLI) location to accommodate delivery of all awarded crude oil volumes – this is inclusive of tank capacity, dock capacity, and dates of performance. After awards are finalized, Offerors who are awarded barrels at Bryan Mound (if offered) destined for Freeport Docks will submit nomination windows and vessel

confirmations to Fluor Federal Petroleum Operations (FFPO). Contact information for FFPO can be found in Supplements and Amendments to the Standard Sales Provisions, Section 11 of this solicitation. SPR does not guarantee availability of any pipeline or laycan DLI in this Notice of Sale.

SPR cargo nomination ranking will be in accordance with Standard Sales Provision C.5., Delivery and Transportation Scheduling.

4. Offers MUST be received by 10:00 a.m. Central Time, Tuesday September 27, 2022; any offers received after 10:00 a.m. Central Time will be determined to be late and will be rejected, except as provided in SSP B.11, “Late Offers, Modifications of Offers, and Withdrawal of Offers.”
5. **An electronic copy of the fully executed Offer Guarantee shall be emailed or efaxed. The e-fax number is (504) 818-5195 or e-mailed to mary.roark@spr.doe.gov AND MUST be received not later than the time/date for receipt of offers. An original hardcopy of the Offer Guarantee is not required for this Notice of Sale.**
6. Pursuant to SSP B.7, *State of Hawaii Access to SPR Crude Oil*, by submission of a binding offer, the State of Hawaii, for this sale, is entitled to purchase up to three percent of the offering barrels of SPR petroleum. Pursuant to section 161(j)(4) of the Energy Policy and Conservation Act, 42 U.S.C. 624(j)(4), the quantity to be sold to the State of Hawaii may be adjusted upward or downward to match the full tanker load of approximately 300,000 barrels, or such lesser tanker capacity as may be designated by the State of Hawaii.
7. Pursuant to SSP B.9, Submission of Offers and Modifications of Previously Submitted Offers, paragraph (e), DOE will inform simultaneously all Offerors and other interested parties of the successful and unsuccessful Offerors and their offer data by means of a public “offer posting”. This offer posting will occur approximately one week after receipt of offers. This information will be provided by a posting on the Internet at the following address:
<https://www.spr.doe.gov/doeec/oilsale.htm>.

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SUPPLEMENTS AND AMENDMENTS
TO THE STANDARD SALES PROVISIONS

For this sale only, the Standard Sales Provisions (SSPs) are supplemented or amended as follows:

1. 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. SSP B.4, *Requirements for Vessels-Caution to Offerors* and SSP C.7, *Application Procedures for “Jones Act” and Construction Differential Subsidy Waivers* are supplemented as follows:

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 of SSP C.7. Standard Sales Provision C.7 (a) is modified to provide the following address for submission of a Jones Act waiver request.

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
Telephone No. (202) 860-7502
JonesActWaiverRequest@cbp.dhs.gov

For more information visit: <https://www.cbp.gov/trade/jones-act-waiver-request>

2. Standard Sales Provision B.5, “*Superfund*” Tax on SPR Petroleum-Caution to Offerors, is supplemented as follows:

The “Superfund” taxes are currently not imposed; however, purchasers are liable for Oil Spill Liability Trust Fund (OSLTF) taxes of \$0.09/barrel for deliveries for calendar year 2022 if applicable, for all SPR crude oil streams and must comply with current OSLTF requirements if enacted by Congress. Additionally, purchasers are liable for: Coastal Protection fees, Waterway Navigation fees, state and local environmental fees, including the federal Harbor Maintenance Trust Fund fees, if applicable. In regards to OSLTF, per the authoritative source:

https://www.uscg.mil/Mariners/National-Pollution-Funds-Center/About_NPFC/osltf/:

*“The Principal Fund of the OSLTF has several recurring and nonrecurring sources of revenue...**Barrel Tax.** The largest source of revenue has been a per-barrel excise tax, collected from the oil industry on petroleum produced in or imported to the United States. The original 5-cent-per-barrel tax expired at the end of 1994 because of the sunset provision in the law. The 2005 Energy Policy Act again reinstated the tax (effective April 2006). The Energy Improvement and Extension Act of 2008 extended the per-barrel excise tax through December 2017 and increased the per-barrel excise tax from 5 cents to 8 cents from 2009-2016 to 9 cents in March 2017.” Subsequently, section 40416 of the Bipartisan Budget Act of 2018 temporarily reinstates the Oil Spill Liability Tax that expired on December 31, 2017 for the period beginning on March 1, 2018 through December 31, 2018. On December 20, 2019, H.R. 1865-701 was signed and amended Section 4611(f)(2) by striking December 21, 2018 and inserting “December 31, 2021”*

3. Standard Sales Provision B.6, Export Limitations and Licensing – Caution to Offerors, is removed in its entirety. Offerors are advised to review section 101 of Division O of the Consolidated Appropriations Act, 2016 (Public Law 114-113) concerning the export of crude oil, and are required to comply with all U.S. export laws.
4. Standard Sales Provision B.12, *Offer Guarantee*, is amended as follows:

Exhibit C “Offer Standby Letter of Credit” is deleted and replaced with Attachment D of the NS. All references to Exhibit C shall mean Attachment D.

Paragraph (d) is amended as follows:

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

Paragraph (g) is supplemented as follows:

For this sale the actual expiration date of the letters of credit furnished as offer guarantees will be November 28, 2022.

Paragraph (h) is amended as follows:

“Offer guarantee letters of credit cancellation letters will be returned via e-mail only, if requested, in accordance with Attachment D - REQUEST FOR OFFER GUARANTEE RETURNS, to an unsuccessful Offeror 5 business days after expiration of the Offeror's acceptance period, and, except as provided in (i) of this provision, to a successful Offeror upon receipt of a satisfactory payment and performance letter of credit.”

5. Standard Sales Provision B.17, *SPR Crude Oil Streams and Delivery Points*, is supplemented with the following information:

Minimum delivery lot sizes are 350,000 barrels for pipelines, and 250,000 barrels for vessels. Offerors are reminded, however, of their responsibility to comply with (1) any minimum tender provision of any pipelines by which they take delivery from an SPR terminal, and (2) the vessel usage and load rate restrictions specified in SSP C.8(c), *Vessel loading procedures*.

(Note: “vessel” is synonymous with “tank ship”), and (3) that Offerors are required to make arrangements with all parties downstream from the DOE site meters.

6. Standard Sales Provision B.17, *SPR Crude Oil Streams and Delivery Points*, paragraph (a) has been amended as follows:

Delivery Points (from Beaumont, Texas): change from “Unocal Terminal” to “Phillips 66 Beaumont Terminal”.

7. Standard Sales Provision B.18, *Notice of Sale Line Item Schedule – Petroleum Quantity, Quality, and Delivery Method*, paragraph (h) is supplemented with the following information:

The quality characteristics of the crude oil streams offered for sale are those cited in the [Strategic Petroleum Reserve Crude Oil Assays](#).

This crude oil quality data is a weighted average composition of the specific caverns that comprise the streams offered for sale. Although a specific crude oil benchmark is referenced; SPR inventory contains a blend of domestic and global crude including Isthmus, Urals, Alaskan North Slope, Arabian Light, Saharan, and Dubai with segregation by Sweet and Sour storage caverns. The SPR has observed H₂S concentration (which is found naturally in crude oil) greater than 10 ppm in liquid in some crude batches. Measurements of H₂S in vapor space can be orders of magnitude higher than in liquid and difficult to measure due to factors in handling, weather, etc. OSHA provides guidelines on appropriate safety precautions and equipment if crude is handled openly, spilled, or released to the

atmosphere. Offerors are encouraged to review the [Strategic Petroleum Reserve Crude Oil Assays](#) for more detailed oil stream composition and specifics so that conditions (such as the presence of H₂S) are expected and communicated downstream.

Note: Each SPR stream will be a blended average using several caverns. As a result, actual representative samples are not available prior to deliveries. Please refer to Crude Oil Assays which provides a weighted average composite profile of the stream.

8. Standard Sales Provision B.22, *Procedures for Evaluation of Offers*, Paragraphs (a) and (b)(8), is amended as follows:

Award on each DLI will be made to the responsible offerors that submit the highest priced offers responsive to the SSPs and the NS, in addition to operational considerations, and that have provided the required payment and performance guarantee as required by Provision C.21

Exhibit D “Payment and Performance Letter of Credit” is deleted and replaced with Attachment E of the NS. All references to Exhibit D shall mean Attachment E.

9. Standard Sales Provision B. 27, *Contract Documents*, is amended as follows:

The third sentence is deleted in its entirety. The fourth sentence shall read: “The NS and the Provisions of the SSPs will be made applicable through incorporation by reference in the Notice of Acceptance (NA)”. The last sentence is deleted in its entirety.

10. Standard Sales Provision C.2, *Compliance with the “Jones Act” and the U.S. Export Control Laws*, is amended to delete all references to U.S. Export Control Laws. (See 3. above.)

11. Standard Sales Provision C.5, *Delivery and Transportation Scheduling*, is supplemented with the following information:

- (a) Crude Oil Scheduling:
Fluor Federal Petroleum Operations Company
New Orleans, Louisiana

All email correspondence: FFPOCOL@spr.doe.gov
Please send all operational questions to FFPOCOL@spr.doe.gov.

Bradley Bauer, (Cell) (504)234-0145
Chuck Costanza, (504) 734-4733 (O)
(504) 473-9975 (Cell) (Primary)
Ned Scheppegegrell (504) 734-4604 (Office)
(504) 722-6146 (Cell) (Primary)

(b) Pipeline and Terminal contacts:

(i) **Sun Marine Terminal, Nederland, TX**

Mike Birkett, Director - Operations (409) 721-4404
Joshua McQueen-Sr. Manager (409) 721-4819
Gina Whitfield, Director, Business Development, (713) 989-6260
Bill Wheeler, Manager, Nederland Scheduling (409) 721-4813
Control Room (409) 721-4845
Marine Scheduler (409) 721-4812
Pipeline Scheduler (409) 721-4823
Shift Supervisor (409) 720-7972

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

John McMahon, Oil Movement Scheduler
O(832) 337-8555
C(281) 216-2618
Coley Adams, Oil Movement Scheduler
O(832) 762-2785
C(409) 267-5585

(iii) **Enterprise Products**

Scheduling

Shauna Johnson, Director, Onshore Crude Scheduling &
Distribution (713) 381-6314
Randy Mayhall – Manager, Daily Scheduling (713) 381-4629
Justin Shobe – Supervisor, Daily Scheduling (713) 381-4557
Daniel Escamilla, Seaway Daily Scheduler (713) 381-4310
Patrick Batts, Seaway Daily Scheduler (713) 381-6865
Damon Lopez, Texas City Scheduler (713) 381-6715
Steven Owens, Supervisor, Monthly Distribution (713) 381-4250
Chamesha Randall, Coordinator, Distribution (713) 381-5861

Field Management

John Hazley, Superintendent, Operations, Freeport/Texas City (979) 237-6756
Chris Yorgensen, Pipeline Supervisor, Jones Creek (979) 230-7308,
Texas City (409) 949-3706
Chase Nelson, Pipeline Supervisor, Texas City (409) 949 3706

(iv) Exxon Mobil Pipeline (Bryan Mound cargoes)

Christopher Cox, Field Supervisor (281) 381-7663
Josef Molnar, Monthly Scheduler O(832) 625-2255
C(713)201-2540
Michael Frey, Relief Monthly Scheduler
O(832)624-2917 C(346) 802-8611
Ryan Wilborn, Daily Scheduler O(832) 624-0042
C(713)817-0879
Joseph Holmberg , Area Supervisor O(832) 625-4994
C(281)387-1608
Monthly Scheduler (832) 624-0040

(v) Exxon Mobil Pipeline (Bayou Choctaw cargoes)

Randy Henry, Scheduler / Crude Analyst
O (832-625-3338) M (346-254-0150)

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

Mike Mott, Team Lead, Oil Movements O(409) 724-3337
C(281) 660-2247
Mark Maxwell, Operations Coordinator 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

- (c) All email correspondence between the SPR and ASOs must include the sales contract number, if available, or the offer number in the subject.
- (d) The SPR will provide a Nomination-Confirmation Form to successful bidders (see Attachment F for sample form). The ASO shall complete the yellow highlighted areas and return the form in the time frame defined in the SSPs.

12. Standard Sales Provision C.5, *Delivery and Transportation Scheduling*, is amended as follows:

Paragraph (a) fourth sentence, change “highest offered price” to “highest Price Adjustment Factor (PAF)” and then by award volume size.

Paragraphs (c) and (d) are deleted in their entirety and replaced with the following:
(c) RESERVED

(d) Notwithstanding paragraph (a) of this provision, in no event will schedules be confirmed prior to award of contracts.

13. Standard Sales Provision C.8, *Vessel Loading Procedures*, is amended as follows:

Paragraph (d) shall read “At least 7 days in advance of the beginning of the scheduled window, the purchaser shall furnish the SPR/PMO with vessel nominations. Failure to do so will result in the SPR not being liable for a related demurrage claim(s), as well as any associated terminalling costs inclusive of the tank capacity penalty charges imposed by Nederland Terminal for vessel(s) not nominated in accordance with this section due to missing this 7 day notice period. Any such charges will be borne by the customer. Vessel nominations shall specify the following:”

14. Standard Sales Provision C.9, *Vessel Laytime and Demurrage* paragraphs (a) and (c) are replaced in their entirety with the following language:

(a) The laytime allowed DOE for handling of the purchaser's vessel shall be 36 running hours. For vessels with cargo quantities in excess of 500,000 barrels, laytime shall be 36 running hours plus 1 hour for each 15,000 barrels of cargo to be loaded in excess of 500,000 barrels. Vessel laytime shall commence when the vessel is moored alongside (all fast) the loading berth. It shall continue 24 hours per day, seven days per week without interruption from its commencement until loading of the vessel is completed and cargo hoses or loading arms are disconnected. Any delay to the vessel in reaching berth caused by the fault or negligence of the vessel or purchaser, delay due to breakdown or inability of the vessel's facilities to load, delay caused by the loading terminal facility, decisions made by vessel owners or operators or by port authorities affecting loading operations, discharge of ballast or slops, customs and immigration clearance, weather, labor disputes, force majeure and the like shall not count as used laytime. In addition, movement in roads shall not count as used laytime.

(c) For all hours or any part thereof of vessel laytime that elapse in excess of the allowed vessel laytime for loading provided for in this provision, demurrage shall be paid by DOE, for U.S.-flag vessels, at the lesser of the

demurrage rate in the tanker voyage or charter party agreement, or a U.S.-flag freight rate assessment obtained by the DOE for a hypothetical tanker with a deadweight in long tons equal to the weight in long tons of the petroleum loaded for such hypothetical tanker and voyage. For foreign flag vessels, demurrage shall be as determined in this provision, except that the London Tanker Brokers' Panel Average Freight Rate Assessment (AFRA) and most recent edition of the New Worldwide Tanker Nominal Freight Scale "Worldscale" shall be used as appropriate, if less than the charter party rate. For all foreign flag vessel loadings that commence during a particular calendar month, the applicable AFRA shall be the one that is determined on the basis of freight assessments for the period ended on the 15th day of the preceding month. The demurrage rate for barges will be the lesser of the hourly rate contained in the charter of a chartered barge, or a rate determined by DOE as a fair rate under prevailing conditions. If demurrage is incurred because of breakdown of machinery or equipment of DOE, the rate of demurrage shall be reduced to one-half the rate stipulated herein per running hour and pro rata of such reduced rate for part of an hour for demurrage so incurred. Demurrage payable by DOE, however, shall in no event exceed the actual demurrage expense incurred by the purchaser as the result of the delay.

Note: In the event there is a “demurrage claim,” Government payments to oil purchaser(s) will be in accordance with VIPERS instructions. (See Table of Contents for Link)

15. Standard Sales Provision C.12, *Pipeline and Delivery Procedures*, paragraph (d) is deleted in its entirety and replaced with the following:

“(d) The date of delivery, which will be recorded on the CODR (see Provision C.19), is the date delivery is completed at the custody transfer point, as identified in the NS.”

16. Standard Sales Provision C.13, *Title and Risk of Loss*, is supplemented as follows:

Seaway Texas City (Pipeline) – Title and risk of loss pass to the purchaser when the petroleum passes through the DOE Bryan Mound site meter station.

Note: The delivery point for DLI “DLI-H Pipeline @ Texas City” is the Exxon Mobil 40” pipeline to Texas City, TX. Offerors are responsible for all transportation costs beyond the delivery point.

SPR Site to purchaser’s tank at SUN – Title and risk of loss pass to the purchaser at the connection point between the DOE/Sun terminal.

Note: The delivery point for “DLI-A Pipeline @ Sun” is the connection point between the DOE/Sun terminal. Offerors bidding on this DLI must have their own tankage available at SUN available for receipts. For deliveries to customer tankage, DOE meters and sampler at Sun terminal shall be the primary custody transfer measurement. In the event of failure at either primary meter location, secondary quality and quantity measurement shall be the applicable customer receipt/delivery tank gauge. If automatic samples are available at primary custody transfer location, primary quality will remain at that location. In the event neither of those are available, customer and the DOE will mutually agree on the method to be utilized.

SPR Site to purchaser’s tank at P66 Beaumont Terminal – Title and risk of loss pass to the purchaser at the purchaser’s receiving tank flange at P66 Beaumont Terminal.

Note: The delivery point for “DLI-H Pipeline @ P66 Beaumont Terminal” is the receiving tank flange at P66 Beaumont Terminal. Offerors bidding on this DLI must have tankage prearranged at P66 Beaumont Terminal available for receipts. Offerors will be invoiced an additional \$0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

Lake Charles Meter Station (LCMS) – Title and risk of loss pass to the purchaser when the petroleum passes through the DOE LCMS meter station.

17. Standard Sales Provision C.16, *Price Adjustments for Quality Differentials*, is deleted in its entirety and replaced with the following:
- (a) Unless otherwise specified by the NS, quality price adjustments will be applied to the amount of variation by which the API gravity of the SPR crude oil delivered differs by more than plus or minus five-tenths of one degree API ($\pm 0.5^\circ$ API) from the API gravity of the SPR crude oil stream contracted for as published in the NS.
 - (b) Unless otherwise specified by the NS, quality price adjustments will be applied to the amount of variation by which the Sulfur mass percent of the SPR crude oil delivered differs by more than plus or minus one-tenth of one percent of total Sulfur (± 0.10 mass, %) from the total Sulfur of the SPR crude oil stream contracted for as published in the NS.
 - (c) Price adjustments for the SPR crude oil are expected to be similar to commercial crude oil quality price adjustment methodologies for equivalent

quality crude oil, taking into account the amount by which the actual values exceed the allowable variations set forth in paragraphs (a) and (b) above.

- (d) Price adjustments for SPR crude oil streams offered for sale will be calculated using the GravCap tables at Attachment C.

Note: For calculation purposes the following will apply:

- API Gravity for each cargo reported in API Gravity 0.01° increments shall be rounded to the nearest tenth (0.1°) of one degree API.
- Total Sulfur mass % for each cargo reported in 0.001 mass % increments shall be rounded to the nearest one-hundredth of one percent (0.01%) of total Sulfur.

18. Standard Sales Provision C.19, *Delivery Documentation, Appendix A to Part 625 – Standard Sales Provisions, Exhibit E*, is amended as follows:

The Strategic Petroleum Reserve Crude Oil Delivery Report Number (SPRCODR) is changed to SPRPMO F-416.1-3.

Digital signature(s) shall be utilized when possible for completion of SPRCODR.

19. Standard Sales Provision C.20, Contract Amounts is replaced in its entirety with the following:

The contract quantities and dollar value stated in the Notice of Acceptance (NA) are estimates. The per barrel unit price is subject to adjustment due to variation in the API gravity and sulfur content from the published characteristics, changes in delivery mode, and price index values, if applicable. In addition, due to conditions of vessel loading and shipping or pipeline transmission, the quantity actually delivered may vary by +/- 10 percent for each shipment. However, a purchaser is not required to procure additional transportation capacity if sufficient capacity to take delivery of at least 95 percent of the contract quantity has been engaged. The 95 percent threshold will be calculated based on the volume of net cargo receipts versus awarded quantity under each separate contract.

20. Standard Sales Provision C.21, *Payment and Performance Letter of Credit*, is amended as follows:

Exhibit D “Payment and Performance Letter of Credit” is deleted and replaced with Attachment E of the NS. All references to Exhibit D shall mean Attachment E.

Paragraph (a) is supplemented as follows:

“The expiration date of the LOC will be provided in the ASO letter.”

Paragraph (b) is amended as follows:

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

21. Standard Sales Provision C.22, *Billing and Payment*, paragraphs (a) and (d) are deleted in their entirety and replaced with the following:

“ (a) The Government will invoice the purchaser at the conclusion of each delivery. The invoice will be based upon the nearest whole barrel volume (i.e. rounded to the nearest barrel).”

“ (d) In the event that the bank refuses to honor the draft against the letter of credit, the purchaser shall be responsible for paying the principal and any interest, administrative costs and penalties due (see Provision C.24) from the due date.”

22. Standard Sales Provision C.23, *Method of Payments*, paragraphs (a) and (d) are deleted in their entirety and replaced with the following:

“(a) All amounts payable by the purchaser shall be paid by deposit to the account of the U.S. Treasury by wire transfer of funds using the Fedwire Funds Service. The information to be included in each wire transfer will be provided in the NS. All wire deposit electronic funds transfer costs will be borne by the purchaser.”

“(d) Notwithstanding any other contract provision, DOE may, via a draft message, request a wire transfer of funds against the standby letter of credit at any time for payment of monies due under the contract and remaining unpaid in violation of the terms of the contract. These would include but not be limited to interest, administrative costs, penalties, liquidated damages, demurrage, amounts owing for any services provided under the contract, and the difference between the contract price and price received on the resale of undelivered petroleum as defined in Provision C.25.”

In addition, Government payments to oil purchaser(s) will be in accordance with VIPERS instructions.

23. Standard Sales Provision C.24, *Interest*, is deleted in its entirety and replaced with the following:

“C.24 Interest, Administrative Costs and Penalties

- (a) Amounts due and payable by the purchaser or its bank that are not paid in accordance with the provisions governing such payments shall bear interest, which will be indexed with the Current Value of Funds rate, from the day the invoice is mailed or transmitted to the purchaser until the date payment is received by the Government.
 - (b) Administrative Costs will be charged monthly to cover the expense of collecting delinquent debt. The current rate is \$7.25/month.
 - (c) A penalty will be assessed at the rate of 6% per year. The penalty charge accrues from the day the invoice is mailed or transmitted to the purchaser, and is assessed on any portion of the debt that is outstanding for more than 90 days, including any interest and administrative costs.”
24. Standard Sales Provision C.32, *Disputes*, is amended as follows:
- Paragraph (c) “\$50,000” is changed to “\$100,000”, and the following language is added to the certification “; and that I am duly authorized to certify the claim on behalf of the purchaser.”
25. Standard Sales Provision Exhibit B, *SPR Delivery Point Data*, is supplemented as follows:
- Regarding the Government information reflected in 10 CFR Part 625 as amended, Standard Sales Provisions Exhibit B that were obtained from the terminals; it is the responsibility of the Offerors to confirm these specifications prior to nominations to ensure most current information.
26. Standard Sales Provisions Exhibit C, *SAMPLE -- OFFER GUARANTEE STANDBY LETTER OF CREDIT*, is replaced by Attachment D of this NS. Instructions for Offer Letter of Credit are included in Attachment D of this NS.
27. Standard Sales Provision Exhibit D, *SAMPLE -- PAYMENT AND PERFORMANCE LETTER OF CREDIT*, is replaced by Attachment E of this NS. Instructions for Payment and Performance Letter of Credit are included in Attachment E of this NS.

28. By submission of an offer, the Offeror certifies that the Offeror, and any entity owned or controlled by the Offeror, does not engage in any activity prohibited under applicable U.S. export control and sanctions laws and regulations.

29. INTENTIONALLY OMITTED

30. Contract Price Adjustment

(a) The unit price for crude oil under the contract shall be the Delivery Reference Price (DRP) adjusted by the Price Adjustment Factor (PAF) as provided in this provision, subject to any additional adjustments provided for elsewhere in the contract.

(b) The terms used in this provision are defined as follows:

Base Reference Price (BRP)

- (1) The BRP for all SPR crude oil streams offered for sale is the average (to the \$0.0001) of the Daily Index Prices as computed by the Government from prices for the most recent five days on which trading activity occurred, ending two trading days before the date of the Notice of Sale.
- (2) For this Notice of Sale, the BRP is **\$89.4540** for all sweet SPR crude oil streams.

Daily Index Price (DIP)

The DIP applicable to **sweet** SPR crude oil streams offered for sale is the “WTI Houston Weighted Average Month 1, Houston Close” (to the \$0.001) for all trading day transactions assessed for the near month as published for the date by Argus Americas Crude. Reference pricing streams associated with offered crude oil are shown below.

Sweet Streams	Reference Crude Oil Stream
Big Hill Sweet	WTI Houston
West Hackberry Sweet	WTI Houston

Delivery Reference Price (DRP) - The DRP is the average (to the \$0.0001) of the Daily Index Prices for the five trading days surrounding the delivery "price date" as stated in Block 7, "PRICE DATE", on the Strategic Petroleum Reserve Crude Oil Delivery Report: SPRPMO F-416.1-3.

- (1) For pipeline deliveries, the "price date" shall be the date the shipment completed at the custody transfer point, in accordance with SSP C.12, as amended by the NS.
- (2) For vessel deliveries, the "price date" shall be the date vessel loading completed in accordance with SSP C.19.
- (3) The "five trading days surrounding the price date" means the following five days: The midday, day three, is the price date as determined above (unless such day is a day on which trading activity did not occur, in which case the midday shall be the succeeding day on which trading activity did occur), the two days preceding the midday of the five day period on which trading activity occurred and the two days succeeding the midday on which trading activity occurred.

Price Adjustment Factor (PAF) - The PAF is the purchaser's offered price minus the Base Reference Price (BRP). The PAF may be either positive or negative.

GENERIC EXAMPLES:

Delivery Reference Price + Price Adjustment Factor = Unit Price per Barrel
(subject to any additional adjustments provided for elsewhere in the contract):

Example 1:

Assume:

Offered Price	\$93.2534	
BRP	\$91.0015	(5 day average specified in the NS)
PAF	\$2.2519	
DRP	\$95.5055	(5 day average surrounding price data)
Add: PAF	\$2.2519	
Unit Price/bbl	\$97.7574	

Example 2:

Assume:

Offered Price	\$90.7564	
BRP	\$91.0015	(5 day average specified in the NS)
PAF	\$(0.2451)	
DRP	\$95.5055	(5 day average surrounding price data)
Add: PAF	\$(0.2451)	
Unit Price/bbl	\$95.2604	

ATTACHMENT A
CRUDE OIL QUANTITIES OFFERED FOR SALE
U. S. DEPARTMENT OF ENERGY - STRATEGIC PETROLEUM RESERVE

Note: It is the responsibility of the Offerors to ensure that terminal and pipeline availability is sufficient at the Delivery Line Item (DLI) location to accommodate delivery of all awarded crude oil volumes – this is inclusive of tank capacity, dock capacity, and dates of performance. After awards are finalized, Offerors who are awarded barrels at Bryan Mound (if offered) destined for Freeport Docks will submit nomination windows and vessel confirmations to Fluor Federal Petroleum Operations (FFPO). Contact information for FFPO can be found in Supplements and Amendments to the Standard Sales Provisions, Section 11 of this solicitation. SPR does not guarantee availability of any pipeline or laycan DLI in this Notice of Sale.

The crude oil streams, delivery mode and periods, daily maximum delivery capability, and quantities of crude oil offered in this sale, under emergency conditions, are as follows:

MLI = Master Line Item/Crude Oil Stream
DLI = Delivery Line Item/Maximum Quantity per Delivery Mode and Period
MIN Qty. = Minimum Contract Quantity Per DLI
MB = Thousands of Barrels
MBD Avg = SPR's daily maximum delivery limit capability for each delivery line item utilizing SPR design criteria (under emergency conditions).

Crude Oil Stream MLI	DLI - Mode of Delivery	Delivery Period	MLI Qty (MB)	MBD Avg	DLI Qty (MB)	MIN Qty (MB)
West Hackberry Sweet 004		11/1 – 11/20	5,000			
	DLI-A Pipeline @ Sun (Non-SPR Tank)	11/1 – 11/20		775	3,500	350
	DLI-B Vessel @ Sun (SPR Tank)	11/1 – 11/20		1085	500	250
	DLI-H Pipeline @ Lake Charles Meter Station	11/1 – 11/20		520	1,000	350

Crude Oil Stream MLI	DLI - Mode of Delivery	Delivery Period	MLI Qty (MB)	MBD Avg	DLI Qty (MB)	MIN Qty (MB)
Big Hill Sweet 009		11/1 – 11/30	5,000			
	DLI-A Pipeline @ Sun (Non-SPR Tank)	11/1 – 11/30		775	4,000	350
	DLI-B Vessel @ Sun (SPR Tank)	11/1 – 11/30		1085	500	250

	DLI-H Pipeline @P66 Beaumont Terminal	11/1 – 11/30		480	500	350
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ATTACHMENT - B

INSTRUCTIONS FOR FEDWIRE FUNDS TRANSFERS TO THE DEPARTMENT OF ENERGY

Please provide the following instructions to your Financial Institution for Fedwire funds transfers to the Department of Energy at the U.S. Treasury:

Item Number	Fedwire Field Tag	Length	Fedwire Field Name	Required Information
1	{1510}	4	Type/Subtype	1000
2	{2000}	12	Amount	<i>Enter payment amount</i>
3	{3100}	9	Sending ABA number	<i>Sender ABA-number</i>
4	{3320}	16	Sender Reference	<i>Filled by sender</i>
5	{3400}	9	Receiver ABA number *	021030004
6	{3400}	18	Receiver Short Name	TREAS NYC
7	{3600}	3	Business Function Code	CTR (or CTP)
8	{4200}	34	Beneficiary Identifier (account number)	89000001
9	{4200}	35	Beneficiary Name	DEPARTMENT OF ENERGY
10	{5000}	35	Originator Name	<i>Enter the (company) name of the originator of the payment</i>
11	{6000}	35	Originator to Beneficiary Information – Line 1	<i>Enter Contract Number</i>
11	{6000}	35	Line 2	<i>Enter Cargo Number</i>
11	{6000}	35	Line 3	<i>Enter Invoice Number</i>
11	{6000}	35	Line 4	

*** The financial institution address for Treasury's routing number is:**

**Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045**

Attachment C GRAVCAP TABLES

GRAVCAP, INC. ADJUSTMENT AUTHORIZATION													
TABLES OF DIFFERENTIALS FOR USE IN DETERMINING ADJUSTMENTS FOR DIFFERENCE IN GRAVITY OF CRUDE PETROLEUM													
WHITE CAP SYSTEM - BONITO PIPE LINE COMPANY - SHIP SHOAL SYSTEM - CAPLINE SYSTEM													
API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	API GRAVITY	DIFF. PER BBL	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	34.0	4.850	40.0	5.100	46.0	4.950
10.1	1.265	16.1	2.165	22.1	3.065	28.1	3.965	34.1	4.865	40.1	5.100	46.1	4.935
10.2	1.280	16.2	2.180	22.2	3.080	28.2	3.980	34.2	4.880	40.2	5.100	46.2	4.920
10.3	1.295	16.3	2.195	22.3	3.095	28.3	3.995	34.3	4.895	40.3	5.100	46.3	4.905
10.4	1.310	16.4	2.210	22.4	3.110	28.4	4.010	34.4	4.910	40.4	5.100	46.4	4.890
10.5	1.325	16.5	2.225	22.5	3.125	28.5	4.025	34.5	4.925	40.5	5.100	46.5	4.875
10.6	1.340	16.6	2.240	22.6	3.140	28.6	4.040	34.6	4.940	40.6	5.100	46.6	4.860
10.7	1.355	16.7	2.255	22.7	3.155	28.7	4.055	34.7	4.955	40.7	5.100	46.7	4.845
10.8	1.370	16.8	2.270	22.8	3.170	28.8	4.070	34.8	4.970	40.8	5.100	46.8	4.830
10.9	1.385	16.9	2.285	22.9	3.185	28.9	4.085	34.9	4.985	40.9	5.100	46.9	4.815
11.0	1.400	17.0	2.300	23.0	3.200	29.0	4.100	35.0	5.000	41.0	5.100	47.0	4.800
11.1	1.415	17.1	2.315	23.1	3.215	29.1	4.115	35.1	5.000	41.1	5.100	47.1	4.785
11.2	1.430	17.2	2.330	23.2	3.230	29.2	4.130	35.2	5.000	41.2	5.100	47.2	4.770
11.3	1.445	17.3	2.345	23.3	3.245	29.3	4.145	35.3	5.000	41.3	5.100	47.3	4.755
11.4	1.460	17.4	2.360	23.4	3.260	29.4	4.160	35.4	5.000	41.4	5.100	47.4	4.740
11.5	1.475	17.5	2.375	23.5	3.275	29.5	4.175	35.5	5.000	41.5	5.100	47.5	4.725
11.6	1.490	17.6	2.390	23.6	3.290	29.6	4.190	35.6	5.000	41.6	5.100	47.6	4.710
11.7	1.505	17.7	2.405	23.7	3.305	29.7	4.205	35.7	5.000	41.7	5.100	47.7	4.695
11.8	1.520	17.8	2.420	23.8	3.320	29.8	4.220	35.8	5.000	41.8	5.100	47.8	4.680
11.9	1.535	17.9	2.435	23.9	3.335	29.9	4.235	35.9	5.000	41.9	5.100	47.9	4.665
12.0	1.550	18.0	2.450	24.0	3.350	30.0	4.250	36.0	5.020	42.0	5.100	48.0	4.650
12.1	1.565	18.1	2.465	24.1	3.365	30.1	4.265	36.1	5.020	42.1	5.100	48.1	4.635
12.2	1.580	18.2	2.480	24.2	3.380	30.2	4.280	36.2	5.020	42.2	5.100	48.2	4.620
12.3	1.595	18.3	2.495	24.3	3.395	30.3	4.295	36.3	5.020	42.3	5.100	48.3	4.605
12.4	1.610	18.4	2.510	24.4	3.410	30.4	4.310	36.4	5.020	42.4	5.100	48.4	4.590
12.5	1.625	18.5	2.525	24.5	3.425	30.5	4.325	36.5	5.020	42.5	5.100	48.5	4.575
12.6	1.640	18.6	2.540	24.6	3.440	30.6	4.340	36.6	5.020	42.6	5.100	48.6	4.560
12.7	1.655	18.7	2.555	24.7	3.455	30.7	4.355	36.7	5.020	42.7	5.100	48.7	4.545
12.8	1.670	18.8	2.570	24.8	3.470	30.8	4.370	36.8	5.020	42.8	5.100	48.8	4.530
12.9	1.685	18.9	2.585	24.9	3.485	30.9	4.385	36.9	5.020	42.9	5.100	48.9	4.515
13.0	1.700	19.0	2.600	25.0	3.500	31.0	4.400	37.0	5.040	43.0	5.100	49.0	4.500
13.1	1.715	19.1	2.615	25.1	3.515	31.1	4.415	37.1	5.040	43.1	5.100	49.1	4.485
13.2	1.730	19.2	2.630	25.2	3.530	31.2	4.430	37.2	5.040	43.2	5.100	49.2	4.470
13.3	1.745	19.3	2.645	25.3	3.545	31.3	4.445	37.3	5.040	43.3	5.100	49.3	4.455
13.4	1.760	19.4	2.660	25.4	3.560	31.4	4.460	37.4	5.040	43.4	5.100	49.4	4.440
13.5	1.775	19.5	2.675	25.5	3.575	31.5	4.475	37.5	5.040	43.5	5.100	49.5	4.425
13.6	1.790	19.6	2.690	25.6	3.590	31.6	4.490	37.6	5.040	43.6	5.100	49.6	4.410
13.7	1.805	19.7	2.705	25.7	3.605	31.7	4.505	37.7	5.040	43.7	5.100	49.7	4.395
13.8	1.820	19.8	2.720	25.8	3.620	31.8	4.520	37.8	5.040	43.8	5.100	49.8	4.380
13.9	1.835	19.9	2.735	25.9	3.635	31.9	4.535	37.9	5.040	43.9	5.100	49.9	4.365
14.0	1.850	20.0	2.750	26.0	3.650	32.0	4.550	38.0	5.060	44.0	5.100	50.0	4.350
14.1	1.865	20.1	2.765	26.1	3.665	32.1	4.565	38.1	5.060	44.1	5.100	50.1	4.335
14.2	1.880	20.2	2.780	26.2	3.680	32.2	4.580	38.2	5.060	44.2	5.100	50.2	4.320
14.3	1.895	20.3	2.795	26.3	3.695	32.3	4.595	38.3	5.060	44.3	5.100	50.3	4.305
14.4	1.910	20.4	2.810	26.4	3.710	32.4	4.610	38.4	5.060	44.4	5.100	50.4	4.290
14.5	1.925	20.5	2.825	26.5	3.725	32.5	4.625	38.5	5.060	44.5	5.100	50.5	4.275
14.6	1.940	20.6	2.840	26.6	3.740	32.6	4.640	38.6	5.060	44.6	5.100	50.6	4.260
14.7	1.955	20.7	2.855	26.7	3.755	32.7	4.655	38.7	5.060	44.7	5.100	50.7	4.245
14.8	1.970	20.8	2.870	26.8	3.770	32.8	4.670	38.8	5.060	44.8	5.100	50.8	4.230
14.9	1.985	20.9	2.885	26.9	3.785	32.9	4.685	38.9	5.060	44.9	5.100	50.9	4.215
15.0	2.000	21.0	2.900	27.0	3.800	33.0	4.700	39.0	5.080	45.0	5.100	51.0	4.200
15.1	2.015	21.1	2.915	27.1	3.815	33.1	4.715	39.1	5.080	45.1	5.085	51.1	4.185
15.2	2.030	21.2	2.930	27.2	3.830	33.2	4.730	39.2	5.080	45.2	5.070	51.2	4.170
15.3	2.045	21.3	2.945	27.3	3.845	33.3	4.745	39.3	5.080	45.3	5.055	51.3	4.155
15.4	2.060	21.4	2.960	27.4	3.860	33.4	4.760	39.4	5.080	45.4	5.040	51.4	4.140
15.5	2.075	21.5	2.975	27.5	3.875	33.5	4.775	39.5	5.080	45.5	5.025	51.5	4.125
15.6	2.090	21.6	2.990	27.6	3.890	33.6	4.790	39.6	5.080	45.6	5.010	51.6	4.110
15.7	2.105	21.7	3.005	27.7	3.905	33.7	4.805	39.7	5.080	45.7	4.995	51.7	4.095
15.8	2.120	21.8	3.020	27.8	3.920	33.8	4.820	39.8	5.080	45.8	4.980	51.8	4.080
15.9	2.135	21.9	3.035	27.9	3.935	33.9	4.835	39.9	5.080	45.9	4.965	51.9	4.065

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

Attachment C GRAVCAP TABLES

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
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		

Attachment D

SAMPLE - OFFER GUARANTEE STANDBY LETTER OF CREDIT

**BANK LETTERHEAD
IRREVOCABLE STANDBY LETTER OF CREDIT**

Date: _____

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

Attn: (Mary Roark)

AMOUNT OF LETTER OF CREDIT: U.S. \$ _____ (_____)

CONTRACTOR: _____

NOTICE OF SALE NO: _____

OFFER NO: _____

LETTER OF CREDIT NO: _____

EXPIRATION DATE: **November 28, 2022** _____

AMERICAN BANKERS ASSOCIATION (ABA) NO: _____

To whom it may concern:

We hereby establish in the U.S. Department of Energy's favor our irrevocable standby Letter of Credit effective immediately for the account of our customer in response to the above U.S. Department of Energy's Notice of Sale, including any amendments thereto, for the sale of Strategic Petroleum Reserve petroleum. This Letter of Credit expires at least 60 calendar days after the date set for receipt of offers.

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

"THIS DRAWING OF U.S. \$ _____ (_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____, DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE OF THE FAILURE OF (CONTRACTOR) TO HONOR ITS OFFER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SPR PETROLEUM FROM THE STRATEGIC PETROLEUM RESERVE, IN ACCORDANCE WITH THE U.S. GOVERNMENT'S NOTICE OF SALE NO. _____, INCLUDING ANY AMENDMENTS THERETO."

Attachment D

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

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

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

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

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

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

Very truly yours,

(Authorized Signature)

(Typed Name and Title)

Attachment D

INSTRUCTIONS FOR OFFER GUARANTEE LETTER OF CREDIT

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

Attachment D

REQUEST FOR OFFER GUARANTEE RETURNS

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

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

Contact Phone Number: _____

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

Date: _____

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

AMOUNT OF LETTER OF CREDIT: U.S.\$ _____ (_____)

CONTRACTOR: _____

CONTRACT NO: _____

LETTER OF CREDIT NO: _____

EXPIRATION DATE: _____

AMERICAN BANKERS ASSOCIATION (ABA) NO: _____

To whom it may concern:

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

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

a. **"THIS DRAWING OF U.S. \$ _____ (_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____, DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE THE GOVERNMENT HAS DELIVERED SPR PETROLEUM UNDER THE TERMS OF CONTRACT NUMBER _____, INCLUDING ANY AMENDMENTS THERETO, AND (CONTRACTOR) HAS NOT PAID UNDER THE TERMS OF THAT CONTRACT."**

b. **"THIS DRAWING OF U.S. \$ _____ (_____) AGAINST YOUR LETTER OF CREDIT NUMBERED _____, DATED _____, IS DUE THE U.S. GOVERNMENT BECAUSE (CONTRACTOR) HAS FAILED TO TAKE DELIVERY OF SPR PETROLEUM UNDER THE TERMS OF CONTRACT NUMBER _____, INCLUDING ANY AMENDMENTS THERETO."**

Attachment E

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

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

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

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

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

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

Very truly yours,

(Authorized Signature)

(Typed Name and Title)

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE GUARANTEE LETTER OF CREDIT

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

STRATEGIC PETROLEUM RESERVE

NOMINATION - CONFIRMATION

SPR Operations Fluor Federal Petroleum Operations New Orleans, Louisiana FFPOCOL@SPR.DOE.GOV		<u>Scheduler</u> Chuck Costanza (504) 734-4733 <u>Quantity and Quality</u> Ned Scheppegrell (504) 722-6146		
<u>**The following Information Must Be Provided by the Contractor**</u>				
Submission Date: Click here to enter a date.		Submission Type: Original Nomination		
Contract No.: Enter Contract Number Contractor: Enter Contractor Name Address: Enter Address City, State, Zip				
<u>Contractor Contact Information</u>				
Primary Contact: Primary Contact Name		Alternate: Alternate Contact Name		
Office: Office Phone		Office: Office Phone		
Cell: Cell Phone		Cell: Cell Phone		
Email: Email Address		Email: Email Address		
CODR/DD250 Contractor Signatory Designee*: Signatory Designee Name				
*Designee can be contractor office personnel, 3 rd 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.				
<u>†Third Party Inspection Company Information</u>				
Company: 3 rd Party Inspection Company				
Contact: 3 rd Party Contact Name				
Contact Ned Scheppegrell for any questions on SPR 3rd party inspection and testing.				
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>
Dates	Choose an item.	Volume	Site	
Dates	Choose an item.	Volume	Site	
Dates	Choose an item.	Volume	Site	
Dates	Choose an item.	Volume	Site	
Total Volume:		Total Volume		
The Following information to be provided by SPR Operations Personnel				
<u>Terminal Information</u>		<u>Custody Transfer Point</u>		
Terminal: TBD		TBD		
Contact:		<u>Quality Point</u>		
Contact:		TBD		
Contact:		<u>Quantity Point</u>		
		TBD		