



INVITATION FOR OFFER – SMALL REFINER CRUDE OIL SALE
IFO No. MMS-RIKOIL-2009-SR-005
Deliveries beginning October 1, 2009

Introduction

The U.S. Department of the Interior, Minerals Management Service (MMS) is requesting written offers from companies to buy royalty oil and condensate produced from certain Federal leases in the Gulf of Mexico. In order for offers to be accepted, companies must meet the requirements identified in the Pre-qualification and Credit Requirements section of this invitation.

This Invitation for Offer (IFO) is for a 12 month contract term with delivery of oil beginning on October 1, 2009 and ending on September 30, 2010. Buyers will take custody of the royalty oil at the applicable custody transfer point shown in Exhibit A and will be responsible for moving the royalty oil downstream of this point.

Offer Requirements

- **Offers must be made in writing and submitted via email to rikoiloffers@mms.gov or facsimile (303-462-9944) by 10:00 am MT on Tuesday, July 28, 2009.**
- Offers must be submitted on the Offer Sheet provided in Exhibit A
- Offers must be to the nearest \$0.0001. MMS will assume missing numbers are zeros if the offer is not to four decimal places
- Offers must reflect total consideration

Failure to comply with the offer requirements may disqualify a company's offer. The MMS will confirm receipt of all offers. The MMS reserves the right to reject any offer. **Royalty oil packages will be awarded by approximately 2:00 pm MT on Thursday, July 30, 2009.**

Please call the contacts below for additional information regarding this IFO:

- Kimbra Davis for technical, property, and contracting questions at 303-231-3514
- David Denson for pre-qualification or credit questions at 281-987-6807
- Bernie Muniz for payment and accounting questions at 303-231-3854

Offers

Exhibit A is the Offer Sheet to be completed and emailed or faxed. Exhibit A identifies 24 packages of royalty oil including details on the Facility Measurement Point (FMP) operators, pipelines, and custody transfer points. Data in the Exhibit is not warranted and offerors can contact the appropriate parties for the most recent information. The royalty volumes shown for each custody transfer point represent the most recent production data available for properties behind the custody transfer point. Other pertinent information such as leases/agreements, operators, and royalty rates will be provided to the buyer upon award.

Please see the "Quality" section of this IFO for more information on how to account for gravity and sulfur in the offer. For hurricane surcharges, offerors should follow standard industry practice and include the surcharge(s) in the offer.

- For all **HLS** packages, the Empire exit fee (also known as outbound terminal or pump out fee) and reconignment fee, when applicable, are obligations of the buyer and will not be reimbursed by MMS.
- The Ship Shoal Inventory Management Fees, if applicable, are obligations of the buyer and will not be reimbursed by MMS.

Packages in this IFO for which offers are rejected will be included in another MMS IFO (Unrestricted RIK Crude Oil Sale), open to all eligible companies. Details regarding this IFO will be available the week of July 27, 2009, on the RIK homepage at <http://www.mrm.mms.gov/RIKweb/default.htm>.

Royalty oil from new wells on currently producing properties behind the custody transfer points that commence production during the term of this IFO will be automatically added to the volumes awarded under this IFO. Royalty oil from new properties behind the custody transfer points that commence production during the term of this IFO will be added to the volumes awarded under this IFO on a case-by-case basis pursuant to mutual consent of MMS and buyers.

Gulf of Mexico Pricing Mechanism: Offerors must submit offers as an increment or decrement from one or both of the following pricing formulas.

1. Calendar NYMEX + Daily Roll + Argus Weighted Average Crude Type Differential
2. Calendar NYMEX + Daily Roll – (Platts WTI – Platts Crude Type)

Pricing Definitions:

Platts WTI: The arithmetic average of the daily high and low price quotes for West Texas Intermediate (WTI) Cushing for the Platts Month of Delivery

Platts Crude Type: The arithmetic average of the daily high and low price quotes for crude type for Platts Month of Delivery

Argus Weighted Average Crude Type Differential: The weighted average differential for each crude type published by Argus for the Argus Month of Delivery

Calendar NYMEX: Arithmetic average of the daily settlement price for the “Light Sweet Crude Oil” front month futures contract reported by the New York Mercantile Exchange (NYMEX) during the Physical Month of Delivery (excluding weekends and holidays)

Platts or Argus Month of Delivery: Refers to quotes in Platts Oilgram Price Report or Petroleum Argus Americas Crude Price Report for the period of time from the twenty-sixth day of the month two months prior to the physical month of delivery through the twenty-fifth day of the month one month prior to the Physical Month of Delivery (excluding weekends and holidays)

Physical Month of Delivery: The calendar month when the crude oil is delivered

Daily Roll: $2/3 * (X - Y) + 1/3 * (X - Z)$ where:

X = Average of the daily NYMEX settlement price for the prompt month, trading days only, when the Physical Month of Delivery is the prompt month trading on NYMEX

Y = Average of the daily NYMEX settlement price for the second month during the same period, trading days only

Z = Average of the daily NYMEX settlement price for the third month during the same period, trading days only

Consideration of Offers

The MMS 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 the offeror can submit. All information about the origin and value of offers received will remain confidential, except as noted below under the **Imbalances** and **Confidentiality** sections, with respect to resolving certain extraordinary imbalances.

The MMS shall award a contract resulting from this IFO to the party whose offer, in MMS' judgment, is most advantageous to the Federal Government. The MMS prefers no more than one award for each package and will attempt to award 100 percent of the volume from a custody transfer point. However, MMS may consider offers on only part of a royalty oil package if favorable to the Government. The MMS will award to buyers by means of the "Oil Transaction Confirmation and Agreement."

Pipeline Loss Allowance (PLA) Pass back

PLA for all packages will be passed back by the buyer to MMS. When the STUSCO buy/sell agreement is used for **HLS** packages 1-12, crude price will be based on Shell's South Louisiana Sweet Posting plus Platts Trade P-Plus, at delivered gravity. For STUSCO buy/sell rates that include PLA, PLA will be calculated using a gravity-adjusted base price in accordance with the terms of STUSCO's buy/sell agreement.

For **HLS** packages 13-16 (and package 12 where the FERC tariff is used in lieu of the STUSCO buy/sell agreement) and **LLS** packages 17-24, the FERC tariff based PLA will be passed back by the buyer based on the awarded pricing mechanism (see **Gulf of Mexico Pricing Mechanism** section for pricing formulas).

The Buyer is required to submit detailed third-party supporting documentation (including the pricing calculations for the STUSCO buy/sell) prior to being reimbursed. Buyers will provide MMS with supporting documentation within 2 business days after the documents are available to the Buyers, but no later than the 19th day of the month following the month of production.

Regardless of the actual transportation route, PLA will only be reimbursed for the transportation route and designated Market Center identified in Exhibit A. The offeror should provide an estimate of total PLA percentage on Exhibit A.

Quality

For **HLS** packages 1-15, the buyer will pass back to MMS only the first quality receipt bank at the custody transfer point and therefore offerors should not include this in the offer. Offerors should include all other quality banks downstream of the first receipt point.

For **HLS** package 16, the buyer will not incur quality bank costs because Chevron, as operator, is delivering the barrels to Empire. Therefore, the buyer should not include quality banks costs in the offer.

For **LLS** packages, with the exception of the market center delivery bank, offerors should not include quality bank debits/credits in the offer. The buyers will pass back to MMS those quality bank(s) debits/credits received. Market center delivery quality bank(s) debits/credits should be included in the offer.

Note: For **HLS** package 1-11 and **LLS** packages 17-24, the buyer will adjust the payment each month for gravity where the STUSCO invoices do not reflect the quality bank adjustment. This adjustment will be based on the difference between the FMP run ticket and the common stream delivered gravity, using the standard Gravcap calculation.

The API Gravity information in Exhibit A represents MMS' most recent data for the custody transfer points in the packages offered. Actual quality during the term of this sale may vary. Data provided by MMS is based on the best information available at the time of IFO publishing and is not warranted.

The buyer must submit all verifiable third-party quality bank data to MMS on or before the 19th (settlement date) of the month after production unless otherwise approved by MMS. **MMS will net all pass back quality bank debits and credits identified above against the monthly charges for any oil purchased in this contract.** The net payment is due to MMS by close of business the 20th of the month following the month of production.

Scheduling and Transporting Royalty Oil

The MMS will no longer notify buyers of the daily royalty oil volumes anticipated for the following month of production. The buyers will be responsible for obtaining this information from the FMP operators. The buyer will communicate directly with the FMP operator, obtain estimated volumes, and make arrangements for the delivery and transfer of royalty oil from each custody transfer point identified in Exhibit A.

Buyers shall be responsible for transporting all royalty oil volumes downstream of the custody transfer point specified in Exhibit A. Buyers are required to nominate and schedule all volumes awarded through this IFO separately from all other volumes owned or controlled at the custody transfer point where royalty oil is received. When nominating to the pipeline, buyers are required to identify the nomination as MMS sourced crude oil.

Regardless of the actual transportation route, the buyer must pay on the awarded crude type pricing methodology and awarded pipeline. In the event that the production is not shipped by means of the awarded pipeline, the buyer must either send a representative sample down the awarded pipeline to obtain a per barrel quality bank cost, or a Quality Bank Administrator can simulate the quality bank and supply a report to the buyer. The buyer is responsible to provide this third-party data to MMS. All costs to supply this data are the sole responsibility of the buyer.

Within 10 business days of execution of the "MMS Crude Oil Transaction Confirmation" relative to this IFO, buyers must request in writing to all pipeline companies moving royalty oil, that MMS royalty volumes be itemized separately from non-MMS volumes. In cases where the pipeline companies are unable to segregate the MMS volumes on the pipeline statement, buyers must provide MMS with acceptable third-party data itemizing the MMS volumes delivered or use a pipeline assigned measurement facilitator. Any charges associated with obtaining this third-party data are the sole responsibility of the buyer.

Buyers will provide MMS with pipeline statements and any third-party documentation within 2 business days after the documents are available to the buyer, but no later than the 19th day of the month following the month of production. Documentation not received by the due date may be purchased by MMS at the buyer's expense.

Buyers will communicate directly with MMS and the FMP operator and will make arrangements to deliver and transfer the royalty oil from the awarded custody transfer point. Buyers, at their expense, will make all necessary arrangements to receive royalty oil at the custody transfer point. Buyers are not responsible for any transportation costs upstream of the custody transfer point.

Operators of the properties behind the custody transfer points offered in this IFO should inform MMS and buyers regarding significant changes in royalty oil production levels and production shut-ins.

Contract Amendments

The buyer or MMS may request a contract amendment to adjust an awarded offer by any increase or decrease in tariff-based transportation costs effective on the date of the change. The buyer must not adjust costs until the tariff adjustment is approved by MMS. Verifiable third-party supporting documentation is required prior to consideration of the requested tariff adjustment, i.e., copy of the FERC tariff.

Contract amendments may be considered due to pipeline flow changes such as operational issues on the platform, pipeline, or at onshore receiving facilities (for instance; hurricanes, maintenance, or some other unanticipated event). Verifiable third-party supporting documentation is required prior to consideration of the requested pricing adjustment.

Imbalances

Buyers are granted rights to royalty oil actually delivered by operators at the custody transfer points indicated in Exhibit A, not entitlements due the Federal Government.

The MMS and the operator will jointly monitor imbalances between deliveries and entitlements (i.e., operator imbalances). Routine imbalances shall be resolved monthly by the operator adjusting the volume of royalty oil delivered to buyers unless otherwise approved by MMS. If the imbalances are not resolved in a timely fashion MMS will pursue settling the imbalances in value with the operator.

For properties where MMS is the shipper, MMS will monitor the imbalances monthly and will adjust the volumes of oil delivered to the buyer.

The buyer is solely responsible for royalty oil pipeline imbalances downstream of the custody transfer point.

Payment Terms

Buyers shall pay MMS invoiced amounts in accordance with instructions for the US Treasury FEDWIRE Deposit System for electronic payments, see <http://www.mrm.mms.gov/ReportingServices/PDFDocs/fedwire.pdf>. Buyers shall provide specific information to their bank so that a FEDWIRE message can be transmitted to the MMS US Treasury account. RIK payments shall be segregated and shall not include other non-RIK payments remitted to MMS.

If the buyer is awarded properties in multiple RIK contracts covering the same production months, one wire transfer payment is required and supporting documentation must be separated by oil program (i.e., Small Refiner or Unrestricted). If the buyer uses a third-party agent to administer charges and invoicing, buyer shall immediately notify MMS in writing of the buyer and agent agreement. Buyer shall be responsible at all times for the acts and omissions of its agents and subcontractors.

If a buyer disputes an invoiced amount, buyers shall notify MMS in writing of the disputed amount and provide to MMS verifiable third-party documentation to support the reason for the dispute. Supporting documentation shall include actual pipeline transportation invoices, quality bank statements, additional charge details, or other payment support that supports the claim. Notification of the buyers dispute must be received by MMS within 5 business days of the payment due date. If no written dispute is received and the payment does not cover the invoiced amount, MMS will pursue debt collection actions against the buyer. Unpaid portions of due invoices may be referred to the U.S. Department of Treasury for collection under the Debt Collection Improvement Act of 1996 if greater than 180 days.

Confidentiality

Neither MMS or the buyer shall disclose directly or indirectly, without the prior written consent of the other party, the terms of any transaction under this IFO to a third-party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except; (i) to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary to enforce this Contract, (iii) to the extent necessary to implement any transaction, including any transaction as described above in the section "Transporting and Scheduling Royalty Oil," or (iv) to the extent such information is delivered to such third-party for the sole purpose of calculating a published index.

Each party shall notify the other party of any proceeding of which it is aware which may result in disclosing the terms of any transaction (other than as permitted above) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties.

Pre-qualification and Credit Requirements

To pre-qualify, offerors are required to sign the MMS base contract "RIK Crude Oil General Terms and Conditions" and provide detailed financial information. Upon pre-qualifying, MMS will issue an amount of unsecured credit based on the credit worthiness of the offeror. In most cases where offerors have submitted their most current financial documentation, no additional information will be required. The MMS will require a parent guaranty in situations where the entity submitting the offer differs from the related entity that has pre-qualified.

MMS reserves the right to request additional financial information in any situation it deems necessary and may reissue or suspend approved lines of credit. Furthermore, buyers are required to provide MMS with any information regarding a significant, adverse change in their financial status that would affect the approved line of credit. Such adverse changes would include a credit downgrade, material changes to liquidity or capital resources, noncompliance with financial covenants in debt documents, or significant market events affecting operations, revenues, or assets. Further, should the creditworthiness, financial responsibility, or ability to perform become unsatisfactory to the MMS at any time during the term of this agreement, satisfactory assurance may be required as a condition to further performance under the agreement.

For awards exceeding the amount of unsecured credit issued by MMS, buyers will be required to provide secured financial assurance in the form of an Irrevocable Letter of Credit (ILOC), Bond, or other MMS-acceptable surety instrument not less than 5 business days prior to first receipt of oil under the contract. The financial assurance amount shall, at a minimum, be sufficient to cover the value of 60 days of deliveries of the estimated production of all royalty oil awarded, less the amount of unsecured credit issued by the MMS as previously notified. For new surety instruments, the MMS will contact you regarding the calculation of an estimated amount of surety to be provided prior to initial deliveries. For continuing surety instruments, the MMS will contact you regarding renewal requirements. Significant and sustained increases in the value of crude oil during the term of the contract may result in requiring an increase in the amount of financial assurance. Failure to provide requested surety within 5 business days after the request has been made may result in cancellation of the award or termination of the contract.

Limitation of Liability

Neither party shall be liable for indirect, special, or consequential damages.

Governing Contract

This transaction is governed by the MMS base contract "RIK Crude Oil General Terms and Conditions," signed by the offeror and MMS. For transactions related to this IFO, the term "Bureau Procurement Chief" is hereby revised to read "Associate Director for Minerals Revenue Management" in Paragraph 13 of the base contract "RIK Crude Oil General Terms and Conditions" in order to accommodate internal changes within MMS.

By submitting an offer, the offeror agrees to be bound by the terms of its signed MMS base contract and this IFO. Conflicts between the MMS base contract and the terms of this IFO will be resolved in favor of this IFO. Only companies who are pre-qualified and have signed the MMS base contract may receive an RIK award contract.

The MMS will send the buyer an "Oil Transaction Confirmation and Agreement" (Transaction Confirmation) detailing the award packages. The Transaction Confirmation will reflect any unique credit requirements that have been identified as part of the RIK Mid-Office evaluation of credit-worthiness. The MMS requires that a fully executed Transaction Confirmation be signed and returned with no revisions within 2 business days. Failure to comply may result in loss of the award.

Paperwork Reduction Act of 1995 (PRA) Statement:

The OMB Control Number for this IFO is 1010-0119 with an expiration date of March 31, 2012. The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that we collect this information to document fulfillment of royalty obligations on minerals removed from Federal lands. The MMS uses the information to maintain and audit lease accounts. Responses are voluntary (43 U.S.C. 1334). Proprietary information is protected in accordance with standards established by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552(1), (4)), and the Department regulations (43 CFR 2). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Minerals Management Service, Mail Stop 4230, 1849 C Street, NW, Washington, DC 20240.

Exhibit

Exhibit A: Offer Sheet

Offer Pkg	Royalty Oil Type	Custody Transfer Point (Volume Metered At)	MMS FMP No.	FMP Operator	Custody Transfer Point Royalty Volume (bbls/day)	Custody Transfer Point API Gravity (Note 1)	See Note	Pipelines and Gulf Coast Market Center	Common Carrier Unless Buy/Sell is Noted	NYMEX + Daily Roll basis (offshore delivery)	NYMEX + Daily Roll basis (market center)	Required: Platts or Argus (indicate P or A)	Estimated Total PLA % Passback
1	HLS	MP 289 I (MP 288 A)	20177245110	Stone Energy	430	28.2		Stone private line into Odyssey 12" P/L into Delta P/L into Empire	STUSCO				
2	HLS	MP 259 A	2017724511B	Devon Energy	80	35.3		Devon private line into Bud P/L into Delta P/L into Empire	STUSCO				
3	HLS	MP 289 C	20177245118	Apache Corp.	160	30.7		Odyssey 12" P/L into Delta P/L into Empire	STUSCO				
4	HLS	MP 296 B	20177245113	GOM Shelf LLC	150	23.9		Odyssey 12" P/L into Delta P/L into Empire	STUSCO				
5	HLS	MP 296 C	20177245114	GOM Shelf LLC	70	20.6		Odyssey 12" P/L into Delta P/L into Empire	STUSCO				
6	HLS	MP 310 A	20177245115	Apache Corp.	210	27.7		Shell P/L into Odyssey 12" P/L into Delta P/L into Empire	STUSCO				
7	HLS	MP 311 A	20177245100	GOM Shelf LLC	185	28.9		Pompano P/L into Delta P/L into Empire	STUSCO				
8	HLS	MP 311 B	20177245101	GOM Shelf LLC	190	23.9		Pompano P/L into Delta P/L into Empire	STUSCO				
9	HLS	MP 289 C (VK 956 A)	20608165112	Shell Offshore Inc.	420	36.4		Shell private line into Delta P/L into Empire - Ram Powell	STUSCO				
10	HLS	SP 62 (VK 989 A)	20608165102	BP Expl. and Prod.	1,020	31.9		BP private line into Pompano P/L into Delta P/L into Empire	STUSCO				
11	HLS	VK 786 A	20608165116	Chevron Corp.	2,745	30.8		Petronius P/L into Odyssey 20" P/L into Delta P/L into Empire	STUSCO				
				Pipeline Total	5,660								
12	HLS	MC 474 A	20608175111	BP Expl. and Prod.	8,600	31.5	2	Na Kika P/L into Delta P/L into Empire					
				Pipeline Total	8,600								
13	HLS	ST 52 C	2017715360A	Chevron Corp.	450	38.3		Chevron P/L into Empire					
14	HLS	ST 37 J	2017715360E	Chevron Corp.	1,130	33.6		Chevron P/L into Empire					
15	HLS	MP 30 A (MP 127 ssti)	20177255307	Chevron Corp.	200	34.3		Chevron P/L into Empire					
				Pipeline Total	1,780								
16	HLS	MP 42 L (Empire)	20177255304	Chevron Corp.	1,080	N/A		Empire					
		BM-Fed (Empire)	20170573604	Chevron Corp.									
		BM-State (Empire)	20170573601	Chevron Corp.									
				Pipeline Total	1,080	32.7	3						
17	LLS	EI 176 ssti (EI 175 C)	20177092601	Apache Corp.	165	37.3	4	Apache private line (no charge) into CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
18	LLS	EI 174 ssti (EI 182 A)	2017709260C	McMoran Oil and Gas LLC	150	35.3	4	McMoran private line (no charge) into CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				

Offer Pkg	Royalty Oil Type	Custody Transfer Point (Volume Metered At)	MMS FMP No.	FMP Operator	Custody Transfer Point Royalty Volume (bbls/day)	Custody Transfer Point API Gravity (Note 1)	See Note	Pipelines and Gulf Coast Market Center	Common Carrier Unless Buy/Sell is Noted	NYMEX + Daily Roll basis (offshore delivery)	NYMEX + Daily Roll basis (market center)	Required: Platts or Argus (indicate P or A)	Estimated Total PLA % Passback
19	LLS	EI 252 I	2017709260K	Chevron Corp.	325	33.3	4 & 5	CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
20	LLS	EI 259 ssti (EI 258 B)	20177092609	Nexen Petroleum	240	34.0	4	Nexen private line (no charge) into CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
21	LLS	SM 130 A	20177082604	Energy Res. Tech.	325	28.4	4 & 6	CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
22	LLS	VR 214 A	20177052600	Chevron Corp.	200	37.0	4	Chevron private line into CGGS into Tarpon P/L into Ship Shoal P/L into St. James	Chevron STUSCO				
23	LLS	VR 215 A	20177052601	McMoran Oil and Gas LLC	175	40.4	4 & 7	CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
24	LLS	VR 376 A	2017706260C	Rooster Petroleum Inc.	100	37.2	4	CGGS into Tarpon P/L into Ship Shoal P/L into St. James	STUSCO				
Pipeline Total					1,680								
Grand Total					18,800								

Pipeline and Buy/Sell Contacts:

- Chevron: Malcolm Taylor (832-854-2936)
- STUSCO for HLS properties, all deliveries at Empire: Brett Jones (713-230-1944)
- STUSCO for LLS properties: Richard Cross (713-230-1995)

rikioffers@mms.gov
 Fax: 303-462-9944

- FMP: Facility Measurement Point
- N/A: Not Applicable

- Note 1: API Gravity is not warranted and is measured at the FMP unless otherwise noted.
 Note 2: Volume does not include Area/Block MC 613.
 Note 3: API Gravity represents average delivered common stream at the Market Center.
 Note 4: Ship Shoal Inventory Management Fees will not be reimbursed by MMS.
 Note 5: Volume does not include Unit Area/Blocks EI 214, 230, 231. They flow to RIV FMP 21171132800.
 Note 6: Volume does not include Area/Block SM 122 and SM 116.
 Note 7: Volume does not include Area/Block VR 195.

 Your Name

 Telephone No.

 Company Name

 Fax No.