Attachment 3
Solicitation #: SPE602-25-R-0711

EQUAL VALUE EXCHANGES OF FUEL

Under the authority granted to Defense Logistics Agency Energy (DLA Energy), exchange of petroleum products on an Equal Value Exchange (EVE) may become part of this contract through mutual agreement of the parties. An EVE is defined as an exchange of equal value of petroleum products recognizing the different values associated with product in different markets and the impacts of product price volatility. This will allow the parties to take advantage of physical assets held globally to meet short fused requirements or opportunities to the mutual benefit of the parties.

Specifics of the EVE will be handled through a separate EVE agreement between the parties. The terms and conditions of this contract apply to the EVE agreement, in addition specific terms and conditions established at the time of the EVE agreement will also apply.

The following includes an EVE agreement template. This shall be referenced as a starting point; however, each agreement will include its own terms and conditions, specific to the exchange.

Equal Value Exchange Agreement by and Between
Defense Logistics Agency-Energy
And
(Full Company Name)

Under the authority of 10 USC 2922e, the Defense Logistics Agency Energy (hereinafter "DLA Energy"), and COMPANY (hereinafter "Exchange Partner") enter into an Equal Value Exchange (EVE) of Fuel. The General Terms and Conditions from contract SPE600-XX-D-XXXX pertain to this EVE agreement unless otherwise specified.

DLA Energy and Exchange Partner agree to exchange like products of equal value as follows:

Specific Terms and Conditions:

Type of Product being exchanged –

From DLA Energy

☐ Jet A-1 ☐ JetA ☐ JP5 ☐ F76 ☐

From Exchange Partner

☐ Jet A-1 ☐ JetA ☐ ☐ JP5 ☐ F76

Specification(s) –

☐

☐ Jet A Requirements of ASTM D 1655 (See C16.08-1)

☐ Jet A/A1/A50 Requirements of ASTM D1655-12 (See C16.09)

F76 Requirements of Military specification MIL-DTL-16884P dated September 26, 2017 ☐

☐ JP5 MIL-DTL-5624U, dated March 28, 2016 (See C16.01)

☐ Other: _____

Quantity of Product Being Exchanged –

From DLA Energy to Exchange Partner:_____US Gallons (estimated)

From Exchange Partner to DLA Energy:_____US Gallons (estimated)

Market Reference Price used to determine value of fuel source:

From DLA Energy to Exchange Partner fuel source is based on: _____

From Exchange Partner to DLA Energy fuel source is based on: _____

Exchange locations –

From DLA Energy to Exchange Partner: _____

From Exchange Partner to DLA Energy: _____

Custody transfer point –

From DLA Energy to Exchange Partner: _____

From Exchange Partner to DLA Energy: _____

Method/Mode of Shipment –

From DLA Energy to Exchange Partner: _____

From Exchange Partner to DLA Energy: _____

Timeframe for exchange:

From DLA Energy to Exchange Partner: Anticipated date of delivery/receipt _____

From Exchange Partner to DLA Energy: Anticipated date of delivery/receipt _____

Exchange completion must occur by following date: _____

Loading requirements: _____

_____

Additional information: _____

Payment Terms. Monetary exchanges between parties shall not be included as part of an EVE agreement; however, due to the nature of the petroleum business, quantities agreed upon to be exchanged may include quantity variations. Quantity imbalance between the volume lifted and volume delivered shall be settled by monetary request for payment by either party.

Monetary request for payment shall be billed as a claim by either party. The owing party shall make monetary payment within thirty (30) days of the letter of claim date.

Any tax implications will be settled at the time of the exchange, once the specific terms and conditions are confirmed. Documentation may be required from either DLA Energy or the Exchange Partner upon settlement.

Any quantity imbalances will be settled using the Market Reference Prices as indicated above on the day of delivery. If the delivery date is over a weekend the price from the Friday immediately preceding the delivery will be used.

Term. The term of this Agreement shall commence on the last date below and shall continue until the exchange completion date, subject to any earlier termination as provided herein.

Miscellaneous. Per DLA Energy's discretion, the Exchange Partner may need to provide the following: The Exchange Partner must agree to provide security for the exchange in the form of either prepayment or letter of credit commensurate to the market value of the fuel being exchanged. DLA will be the beneficiary of the letter of credit.

This agreement may be amended by mutual agreement of the parties.

Signed and Agreed:

FOR DLA ENERGY	FOR CONTRACTOR
_____	_____
SHANNON COLEMAN	NAME
Contracting Officer DLA Energy	Title
	Full Company Name
Date:_____	Date: _____