ATTACHMENT IV SOLICITATION

SPE603-26-R-0533

DLA ENERGY QUALITY ASSURANCE PROVISIONS (E-QAPS)

PATRICK SFB, FL

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

REVISIONS

REV	DESCRIPTION	DATE	APPROVED
	ENERGY QAP E1.01	January 2012	

E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DLA ENERGY JAN 2012)

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.

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DISTRIBUTION STATEMENT - A	PREPARED BY [redacted]	DATE [redacted]	ITEM ENERGY QAP E1.01		
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SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

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REV	DESCRIPTION	DATE	APPROVED
	ENERGY QAP E1.11-1	April 2007	

E1.11-1 QUALITY CONTROL PLAN (GOCO) (AIR FORCE)

(a) Upon award, the Contractor shall prepare, in triplicate and in English, a Quality Control Plan (QCP). Prior to the first receipt of Government-owned product into the facility, two copies of the QCP shall be forwarded to the Contracting Officer and one copy to the assigned Quality Assurance Representative for approval.

(b) The QCP shall include the following quality control procedures employed by the Contractor:

(1) Receiving (both product and additives);

(2) Blending;

(3) Storage and handling;

(4) Loading and shipping;

(5) Calibration program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part I." Equivalent local regulation, as appropriate, may be used as well. Whichever program used must include a section addressing meter proving (used to determine quantity) and must comply with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For any item that requires calibration but is not covered by ASTM, API, or IP publications, the applicable manufacturer's recommended calibration method(s) outlined in the applicable industry publication shall be used if acceptable to the Government;

(6) Quantity measurement;

(7) Records and reports; and

(8) Corrective action procedures (to include, but not be limited to, procedures for notification of Quality Representative, actions to be taken on discovery of off-spec product during receipts/shipments, upgrading procedures for Contractor-caused contamination, leaks, etc.). The QCP shall also include an organizational chart of key personnel and their responsibilities and a schematic diagram of the facility with key inspection/activity points marked for each product handled.

(c) The QCP shall require that each Contractor employee be familiar with its content and shall state that it must be reviewed semiannually and revised as needed. Revision should occur when any change is made to the inspection system, when any corrective action needs to be incorporated due to quality problems, and as otherwise necessary. The Contractor shall sign and date each revision of the QCP.

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SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

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1	DLA ENERGY QAP E18	FEB 2017	FEB 2017

ENERGY QAP E18 (FEB 2017) INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY)

(a) The Contractor shall maintain and make available upon request the following historical data relative to each storage tank provided:

(1) Date and type of construction;
(2) Name of installing contractor;
(3) Product service (past and present) and dates;
(4) Date of last cleaning/physical entry inspection and contractor's name;
(5) Structural condition based on cycle inspection at the time of cleaning or repair;
(6) Record of tank repairs;
(7) Tank dimensions and capacity;
(8) Inspection and tank cleaning frequency (date of next mandatory inspection, when tank out of service, required);
(9) Tank coating history;
(10) Tank strapping charts;
(11) As built drawings (if available); and
(12) Records of product tests and trends.

(b) At the Contractor's expense, the Contractor shall empty, inspect, and clean each bulk petroleum storage tank and dispose of all tank bottom waste for each tank furnished under this contract at the following intervals. When tank cleaning does take place, the Contractor, at his own expense, shall be responsible for providing alternate tankage and transferring the remaining product to that tankage. Such tankage shall be suitable for storing the transferred product and shall be of equal or greater capacity than the tankage being cleaned. Any proposed reduction in the storage capacity cited in the contract must be approved by the Contracting Officer in advance.

(1) **AVIATION FUEL STORAGE TANKS.**

(i) Every 4 years for uncoated storage tanks without an inlet-filter separator.

(ii) Every 6 years for either a coated tank without an inlet filter separator, or for an uncoated tank with an inlet-filter separator.

(iii) Every 8 years for coated tanks with an inlet-filter separator.

(iv) For storage tanks with direct receipt of fuel from barge or tanker, the frequency for physical entry inspection and cleaning will be 3, 5, and 8 years for (i), (ii), and (iii) above, respectively.

(v) Tanks will be emptied, cleaned, and inspected more frequently than the periods stated in (i) through (iv) above when sample analysis indicates a build-up of sediment in the tanks.

(vi) A delay in tank inspection and cleaning may be authorized if the cause for the delay is justified and approved, in advance, by the Contracting Officer.

(2) **GROUND AND MARINE FUEL STORAGE TANKS.** Tanks will be emptied, cleaned, and inspected when sample analysis indicates a build-up of sediment in the storage tanks.

(c) The time for cleaning will be measured from the date of the last cleaning regardless of whether the tank was under contract with DLA Energy at the time of the last cleaning.

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(d) Samples will be taken and tested at Government expense. If tank cleaning is required earlier than the criteria listed in (b)(1) above and the Government is shown to be at fault, then the Government will be responsible for cleaning, sampling, and testing costs. In all other cases, tanks requiring cleaning will be removed from revenue and cleaned at the Contractor's expense.

(e) At the time of offer submission, the offeror shall provide the Contracting Officer with a listing of all tank inspections and cleanings, and other activities that would take a tank out of service, which are anticipated to occur during the contract period (see chart below). This listing shall include the tank number, location, reason for being out of service, dates the tank will be out of service and provisions that have been made to replace the tankage while it is out of service. Updates to the listing shall be sent to the Contracting Officer as soon as a change is known.

Tank Number	Location	Reason	Dates	Replacement Tankage

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3	DLA ENERGY QAP E22	9 Feb 2022	9 Feb 2022

ENERGY QAP E22 LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (DLA ENERGY) (FEB 2022)

The following lists shall be used to identify the Government inspection office assigned inspection and/or acceptance responsibility for DLA Energy contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office, by office code, is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this QAP shall apply.

(a) **AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):**

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110[1]
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120 [2]
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

[1] The El Paso, Texas, area is assigned to Code 120 (DLA Energy Americas West).

[2] The Newcastle, Wyoming, area is assigned to Code 110 (DLA Energy Americas East).

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(b) **AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAIi):**

Afghanistan	400	Cyprus	200	Malaysia	300	Singapore	300
Africa	200 [3]	Egypt	400 [3]	Maldives	300	South America	110
Alaska	130	Europe (Continental)	200	Malta	200	South Korea	300
Antarctica	300	Georgia	200	Mauritius	200	Sri Lanka	300
Armenia	200	Greenland	200	Mexico	110	Syria	400
Ascension Island	110	Hawaiian Islands	300	Midway Island	300	Taiwan	300
Australia	300	Hong Kong	300	Mongolia	300	Tajikistan	400
Azerbaijan	200	Iceland	200	Myanmar	300	Thailand	300
Azores	200	India	300	Nepal	300	Turkey	200
Bahrain	400	Indonesia	300	New Zealand	300	Turkmenistan	400
Bangladesh	300	Ireland	200	North Korea	300	United Arab	
Bermuda	110	Iran	400	Oman	400	Emirates	400
Bhutan	300	Iraq	400	Pacific Islands		United Kingdom	200
Brunei	300	Israel	200	(Central & South)	300	Uzbekistan	400
Cambodia	300	Japan	300	Pakistan	400	Vietnam	300
Canada	110[4]	Jordan	400	Papua New Guinea	300	Wake Island	300
Canary Island	200	Kazakhstan	400	Philippines	300	Yemen	400
Caribbean Islands	110	Kuwait	400	Qatar	400		
Central America	110	Kyrgyzstan	400	Russia	200		
Chagos Archipelago	300	Laos	300	Ryukus Islands, Japan	300		
China	300	Lebanon	400	Saudi Arabia	400		
Comoros	200	Madagascar	200	Seychelles Is.	200		

EXCEPTIONS:

[3] Except for Egypt, which is assigned to DLA Energy Middle East (Code 400), all other countries in Africa fall under DLA Energy Europe (Code 200).

[4] For Canada locations, contact DLA Energy Americas East (Code 110) to confirm coverage.

(c) **INSPECTION OFFICES AND CODES.**

110. DLA Energy Americas East
ATTN: Quality Manager [5]
Federal Building, Suite 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 332-4113
FAX: (713) 718-3891

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3	DLA ENERGY QAP E22	9 Feb 2022	9 Feb 2022

120. DLA Energy Americas West
ATTN: Quality Manager [5]
800 Seal Beach Blvd
Seal Beach, CA 90740
Phone: (424) 347-3101/3102
FAX: (424) 347-3120

130. DLA Energy Americas North
ATTN: Quality Manager [5]
1480 Sijan Street, Suite 300
Joint Base Elmendorf-Richardson, AK 99505
Phone: (907) 384-7180
FAX: (907) 384-1086

200. DLA Energy Europe and Africa

Military Mailing Address:
DLA Energy Petroleum Lab
ATTN: Quality Manager [5]
CMR422
APO AE 09067-0422
Phone: 49-631-3406-2285/2286 [6]
FAX: 49-631-3406-2289 [6]

Commercial Shipping Address:
DLA Energy Petroleum Lab
ATTN: Quality Manager
Bldg. 320, Rhine Ordinance Barracks
Am Opelkreisel
67663 Kaiserslautern, Germany

300. DLA Energy Indo-Pacific
ATTN: Quality Manager [5]
Bldg. 17000, Room 21
APO AP 96543
Phone: (671) 366-7762
FAX: (671) 366-7767
[Location: Guam]

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3	DLA ENERGY QAP E22	9 Feb 2022	9 Feb 2022

400. DLA Energy Middle East
ATTN: Quality Manager [5]
PSC 851, Box 180
FPO AP 09834-2800
Phone: 973-1785-6493 [6]
FAX: 973-1785-4650 [6]
[Location: Bahrain]

[5] Designated location of the DLA Energy Regional Quality Manager/Pre-Award Survey Monitor.

[6] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

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REV	DESCRIPTION	DATE	APPROVED
	ENERGY QAP E28	February 2022	2 February 2022

E28 CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE)

(a) Inspection and tests by the Government of services, facilities, and equipment specified within this contract does not relieve the Contractor from responsibility to meet all requirements of the contract.

(b) The Contractor shall furnish personnel, facilities, and equipment on-site to accomplish the following routine tests and procedures. These on-site resources may be provided by Contractor personnel or by a commercial source action on behalf of the Contractor. The Quality Representative will not be responsible for performing any of these services for the Contractor.

(1) Sampling of storage tanks, shipments and receipts in accordance with ASTM D4057, Standard Practice for Manual Sampling of Petroleum and Petroleum Products (API Manual of Petroleum Measurement Standards (MPMS), Chapter 8.1);

(2) Retaining of product composite samples from shipments and receipts as follows:

METHOD OF SHIPMENT	MINIMUM QUANTITY	RETENTION PERIOD
Pipeline	20 liters	60 days
Tanker/Barge		
Parcel Composite	20 liters	90 days
Each compartment	0.5 liters	90 days
Navy Fleet Oilers/Vessels	10 liters	60 days
Tank Truck/Car	1 liter	15 days

NOTE: After the minimum retention period, samples shall be tested for Appearance, Color (Visual), API Gravity/Density and Flash Point and, if found to be on-specification, shall be returned to like Government stock on-site. Sample containers may be reused if properly cleaned.

(3) Determining the presence of water in storage tanks, shipments and receipts. Ensure that accurate water cuts are obtained by means of a water indicating paste conforming to MIL-W-83779B. Two suggested sources are Stewart Hall Chemical Testmaster Water Indicating Paste or Sartomer Sar Gel Water Indicating Paste (see Note 2 below);

(4) Determining Density at 15 degrees Celsius or API gravity of products by ASTM D1298 or ASTM D4052 (see Note 2 below);

(5) Determining the temperature of products by the API MPMS, Chapter 7 (see Note 2 below);

(6) Determining the Appearance of applicable products using ASTM D4176, Procedure 1 (see Note 2 below);

(7) Determining the visual color of products.

(8) Determining the Flash Point of applicable products using test methods cited in the appropriate product specification (see Note 2 below);

(9) Conversion of gross to net gallonage (liters);

(10) Determining the percentage (volume) of fuel system icing inhibitor (FSII) by means of a portable refractometer in accordance with ASTM D 5006. One suggested source is H.B. Industries, Inc., Glenview, IL 60025 (B/2 Anti-Icing Additive test kit) (see Note 2 below); and

(11) Determining the range of fuel electrical conductivity using ASTM D2624. One suggested source for a conductivity meter is Emcee Electronics, Inc., Sarasota, FL 33581 (Model 1152) (see Note 2 below)

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Note 1: All costs for providing the above tests and procedures shall be included in the monthly service charge. The only exception to the Contractor's obligation to provide these services as part of the monthly service charge is when the tests described above are part of the higher order analysis (defined as the following categories: Composite Samples, Storage Tanks After Receipt, Interface Mixtures, Dormant Stocks and Individual Tests (including particulate contamination) found in the MIL-STD-3004-1 Table titled MINIMUM SAMPLING AND TESTING REQUIREMENTS FOR PETROLEUM PRODUCTS.

Note 2: Upon request, the Contractor shall permit the Quality Representative unrestricted use of the equipment and ancillary supplies needed to perform this test/procedure on behalf of the Government.

(c) During the contract, the Contractor shall furnish representative samples of the product in each storage tank, shipment or receipt at the request of, and in the manner and to the place designated by, the Quality Representative. Sample size will be 2 gallons for gasoline-type fuels and one gallon or 10 gallons for jet diesel-type fuels. The number of samples to be furnished during any 12-month period shall not exceed eight times the number of tanks specified in the contract. Such samples shall be packed, marked, and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor. Sample containers shall be epoxy coated on the interior. This requirement is in addition to sampling required elsewhere in this contract provision and the contract. All reasonable direct shipping costs associated with samples required by this paragraph shall be reimbursed upon request from the Contractor and such costs shall not be included in the monthly service charge. However, all other costs related to this requirement shall be included as part of the monthly service charge.

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	ENERGY QAP E29	March 1997	

E29 INITIAL ON-STATION INSPECTION (AARD)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

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REV	DESCRIPTION	DATE	APPROVED
	ENERGY QAP E30.01	March 1981	

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

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	ENERGY QAP E35	December 2011	

E35 NONCONFORMING SUPPLIES AND SERVICES

(a) DEFINITION: **As used in this contract provision:**

Deviation is defined as a written authorization granted after contract award and prior to manufacture of an item, to depart from a particular performance or design requirement of a contract, specification, or referenced document, for a specific number of units or specific period of time, normally the duration of the contract.

Extraordinary situation means the matter cannot await resolution until the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded).

Waiver is defined as a written authorization granted after contract award to accept a configuration item or other designated item which, during production or after having been submitted for inspection, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method. Approval is on a case-by-case basis and is normally for a set period of time.

(b) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(c) The following procedures shall be used to request a deviation or waiver.

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the appropriate Inspection Office referenced in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS or QUALITY REPRESENTATIVE contract provision of this contract. Each request shall provide the following information: Contractor name; name and contact information of the contractor's authorized negotiator; contract number; contract line item number and product nomenclature, clause or contract provision number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and an agreement to pay an equitable price reduction, estimated and proposed by DLA Energy, over and above the administrative fee, contingent on the impact of the specific circumstances on DLA Energy relative to approval of the deviation or waiver.

(2) In extraordinary situations, the Contractor may initially submit a verbal request for a waiver, but not a deviation, to the Contracting Officer. Written requests shall be submitted to the Contracting Officer by the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). If the Contracting Officer cannot be reached, the Duty Officer shall be contacted to provide the necessary information to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420.**

(3) If a deviation or waiver is granted, the contract will be modified to accept the nonconforming supplies or services and to require the Contractor to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation warrants, a deviation or waiver may be granted without prior agreement on price reduction or other consideration, subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such an agreement, in addition to a brief description of the terms of the deviation or waiver, shall be documented on the shipping document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS contract provision of this contract.

(4) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than $500, which covers administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

5) If a deviation or waiver is granted modifying this contract, but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds $1000, a second contract modification shall be issued reducing the Contractor's obligation to $1000 (the administrative cost of issuing the two required modifications), plus, if appropriate, any cost of Government reinspection or retest performed as a result of the deviation or waiver being granted.

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(d) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE, INSPECTION OF SERVICES - FIXED PRICE, or CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS contract provision, then in no event will consideration be less than $500 to cover administrative costs. This $500 fee is in addition to --

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(e) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DLA Energy contract.

(f) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to, rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)	DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN RD FORT BELVOIR, VIRGINIA 22060-6222
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