

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 27-Sep-2022	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901	CODE W9128F	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9128F22Q0115	
		X	9B. DATED (SEE ITEM 11) 14-Sep-2022	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to: 1. Update the CLIN verbiage to include the Ultrasonic Thickness (UT) Inspection in accordance with the Performance Work Statement (PWS). 2. Update the PWS paragraph 5.1.4 to include the requirement for the (UT) inspection. 3. Update the Performance Requirements Summary (PRS) #3 in the PWS to include the UT Inspection. 4. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  27-Sep-2022

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 30-Sep-2022 02:00 PM to 07-Oct-2022 02:00 PM.

SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 0003

The CLIN extended description has changed from:

All work to conduct Kick-Off Meeting, complete API External tank inspection, complete visual inspection of containment, and complete DRAFT and FINAL reports.

To:

All work to conduct Kick-Off Meeting, complete API External tank inspection, complete visual inspection of containment, UT scan, and complete DRAFT and FINAL reports.

The following have been modified:

PWS

**SP-POL-CMP-INSPECT-PWS-MCG  
JB McGuire-Dix-Lakehurst, NJ**

**Part 1**

**General Information**

**1. GENERAL:**

- 1.1. **Scope:** This is a non-personnel services contract to perform inspections on Department of Defense fuel tanks. This service entails providing an above-ground storage tank (AST) Inspection on tank(s) listed in Attachment B. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.
- 1.2. **Background:** See attachment K for previous inspection report(s).

- 1.3. Objectives: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform an AST external inspection on the tank(s) as applicable at the location and tanks specified in attachment B as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.
- 1.4. Period of Performance: The period of performance shall be for 120 calendar days starting at the date of contract award. Earlier completion of required services is encouraged and acceptable.
- 1.5. General Information
- 1.5.1. Quality Assurance: The government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 1.5.2. Recognized Holidays:  
New Year's Day  
Martin Luther King Birthday  
President's Day  
Memorial Day  
Juneteenth National Independence Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Christmas
- 1.5.3. Hours of Operation: The contractor is responsible for conducting business, between the hours of 0730-1630 Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Other than normal duty hours must be coordinated with the KO or his/her designated representative. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall maintain stability and continuity of the workforce.
- 1.5.4. Place of Performance: The work to be performed under this contract will be performed at the installation and facilities identified in Attachment B.
- 1.5.5. Type of Contract: The government will award a Firm Fixed Price Contract

- 1.5.6. Security Requirements: Reference Attachment A – General Installation Security Requirements
- 1.5.7. Site Access: Contractor shall coordinate with Installation personnel for access to the site. Points of contact for the installation will be provided upon award.
- 1.5.8. Meetings/Kick-Off Meetings: The Contractor shall coordinate with USACE PM and conduct a kickoff meeting prior to field activities. This can be accomplished either prior to mobilization and inspection activities or onsite prior to commencement of inspection activities. The Work Plan shall be discussed, and further coordination and scheduling accomplished at this meeting. These meetings shall be at no additional cost to the government.
- 1.5.9. Contracting Officer Representative (COR): The (COR) will be identified by separate letter.
- 1.5.9.1. The COR is authorized to perform the following functions:
- assure that the Contractor performs the technical requirements of the contract
  - perform inspections necessary in connection with contract performance
  - maintain written and oral communications with the Contractor concerning technical aspects of the contract
  - issue written interpretations of technical requirements, including Government drawings, designs, specification
  - monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies
  - assist in coordinating availability of government furnished property
- A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regards to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 1.5.10. Key Personnel: Certified API 653 Inspector and Project Manager.
- 1.5.11. Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at

the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as they deem necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.5.12. Suitability For Service: Evaluate inspection data to determine suitability for continued use. Identify conditions which pose a risk to integrity. Determine a metal loss threshold for mandatory repairs. In the determination of mandatory repairs:

- Use a "first, do no harm" approach to classifying tank repairs.
- Use Desired Service Interval as the time to next inspection unless notified otherwise by the Contracting Officer.
- Use minimum remaining thickness (MRT) no less than 100 mils at the next inspection.
- Do not classify as mandatory repair of conditions which are noncompliant with current standards but are un-related to structural or hydraulic integrity (e.g., gouge, improper weld spacing, weld profile).
- Apply repair determination to individual indications. Do not average across an entire plate or course.

## PART 2

### DEFINITIONS & ACRONYMS

## **2. DEFINITIONS AND ACRONYMS:**

### 2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This

- individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
  - 2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
  - 2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
  - 2.1.7. **MANDATORY REPAIR.** Action necessary to preserve or restore the structural and hydraulic integrity of the tank or piping, or to mitigate a safety hazard. Includes any condition which has or may breach the hydraulic or structural integrity of the tank prior to the next integrity inspection.
  - 2.1.8. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
  - 2.1.9. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
  - 2.1.10. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
  - 2.1.11. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
  - 2.1.12. **RECOMMENDED REPAIR.** Action intended to extend the service life of the tank or piping and to address conditions that currently, or within the next service interval, will not have an adverse effect on tank operability or integrity. Applicability is limited to exclude soft or elastomeric parts for any pressure containing system.
  - 2.1.13. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
  - 2.1.14. **TANK INSPECTION.** A multi-disciplinary engineering assessment of al petroleum, oil, and lubricant storage tank systems within or connected to the tank hydraulic boundary. Systems include nozzles, appurtenances, and

conveyance systems such as piping, stilling well, valve, flow control, cathodic protection, overflow protection, spill prevention, containment, leak detection, fire suppression, gauging, ventilation, lighting, and other electrical systems. Inspection includes a review of cathodic protection reports and relevant as-built records when available. Unless stated otherwise, the limits are the boundary of secondary containment.

2.1.15. **TANK INSPECTOR.** An individual certified as a fuel storage tank inspector. The recognized certification is API Std 653.

2.1.16. **WORKDAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.17. **WORK WEEK.** Monday through Friday, unless specified otherwise.

## 2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
ANG	Army National Guard
AR	Army Regulation
AST	Aboveground Storage Tank
API	American Petroleum Institute
ATG	Automatic Tank Gauging
AWWA	American Water Works Association
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DAF	Department of the Air Force
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAP	International Airport
KO	Contracting Officer
MOGAS	Motor Gasoline
NFPA	National Fire Protection Association
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program

QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RTO	Returned to Operator
STI	Steel Tank Institute
SCP	Service Control Point
TE	Technical Exhibit
UFC	Unified Facilities Criteria
UFGS	Unified Facilities Guide Specification

### **PART 3**

## **GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

### **3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

- 3.1. Services: No Government furnished items or services are required.

### **PART 4**

## **CONTRACTOR FURNISHED ITEMS AND SERVICES**

### **4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

- 4.1. General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Section 3 of this PWS.
- 4.2. Equipment: The Contractor shall provide all tools and inspection equipment needed to perform the inspection and other services to be performed under the PWS.
- 4.2.1. Precision Equipment: Contractor is responsible to ensure all equipment to be used is certified and calibrated to the parameters and tolerances of the required equipment.
- 4.3. Project Inspection Management Plan (PMP): As part of the initial PMP, the Contractor shall prepare and include a brief (< 10 pages) Work Plan, as an attachment, which will include proposed schedule, inspection activities, personnel performing inspection, required training certificates, and additional data or support requests.
- 4.4. Health and Safety Plan (HSP) and Accident Prevention Plan (APP): The Contractor will prepare a Health and Safety Plan (HSP) to comply with 29

Code of Federal Regulations (CFR) 1910 and 1926 as well as applicable Military Service (Army, Air Force, or Navy), OSHA, state, host nation, and local and installation health and safety regulations regarding the proposed work effort. Qualifications for individuals who will be on-site for safety shall be submitted in the HSP.

- 4.4.1. The Accident Prevention Plan (APP) is required by FAR clause 52.236-13. The APP describes the methods by which the contractor or USACE personnel will meet the safety and health requirements listed in EM 385-1-1. Entry into Confined Spaces shall comply with the requirements of 29 CFR 1910.146. Provide additional monitoring for toxic (petroleum) vapors in addition to normal air monitoring requirements.
- 4.4.2. Abbreviated Accident Prevention Plans may be developed and submitted per Form A-01 Abbreviated Accident Prevention Plan Checklist page A-13 of the EM 385-1-1. This may be submitted in order to develop a plan more specific to the work performed under this PWS but shall still comply as indicated above.

## **PART 5**

### **SPECIFIC TASKS**

#### **5. Specific Tasks:** Per each tank as identified in attachment B

##### **5.1. Basic Services.**

- 5.1.1. Perform a Tel-con kick-off meeting either prior to mobilization or the morning of the commencement of work on-site.
- 5.1.2. Perform an external AST inspection to include visual inspection of the containment area. The tank Inspection shall be in conformance with applicable industry standards API 653, API RP 575, NFPA 30, NFPA 326, UFGS 33 01 50.65, and in compliance with 40 CFR 112, UFC 3-460-01, UFC 3-460-03 and any other applicable federal, state, local and service. Complete the API Std 653 checklist and provide them with the DRAFT and FINAL reports. Utilize UFC 3-460-01 Table 8-1 and indicate appurtenances that are not present. Alarms, Automatic Tank Gauge equipment, and all tank appurtenances shall be tested and verified. The attached Inspection Report template should be utilized in submitting both the DRAFT and FINAL inspection reports. Contractor shall leave a clean and orderly site upon the completion of the inspection.
- 5.1.3. The contractor shall visually inspect containment for ability to contain the entire contents of the tank in the event of catastrophic failure, assessing for cracks, settlement, and deterioration. Record dimensions of cracks and

provide photographic evidence of each deficiency. Visually assess the liner integrity and impermeability where applicable.

5.1.4. Coverage of the UT scan shall include 5 points per shell plate on the first shell course. Spot UT scans shall be made once every foot along the circumference of the tank shell within the critical zone and along the tank chime as accessible. 5 points per shell plate should also be taken along the spiral staircase for each shell course as accessible. Provide UT scans of tank shell nozzles on the first shell course and their respective reinforcements plates as applicable. Include all findings in the inspection report.

5.1.5. Provide DRAFT and FINAL inspection reports per the attached templates. The report(s) must include a record of NDE findings with drawings depicting plate layout and thickness measurement locations, if applicable. Incorporate engineering analysis, suitability for service analysis, corrosion rate determinations, and remaining service life calculations. Provide separate report for each tank inspected. Specify the due date for the next inspection. Include the API Std 653 inspector of record certificate number and signature.

## **PART 6**

### **APPLICABLE PUBLICATIONS**

#### **6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

##### **Steel Tank Institute (STI)**

SP001 Standard for the Inspection of Aboveground Storage Tanks

##### **American Petroleum Institute (API)**

653 Standard for the Tank Inspection, Repair, Alteration, and Reconstruction

650 Welded Tanks for Oil Storage

RP 575 Inspection Practices for Atmospheric and Low-pressure Storage Tanks

##### **NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)**

NFPA 30 Flammable and Combustible Liquids Code

NFPA 70 National Electrical Code (NEC)

NFPA 326 Standard for Safeguarding of Tanks and Containers for Entry, Cleaning, or Repairs

##### **UNIFIED FACILITIES CRITERIA (UFC)**

UFC 3-460-01 Design: Petroleum Fuel Facilities

UFC 3-460-03 Petroleum Fuel Systems Maintenance

##### **UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS)**

UFGS 33 01 50.55 Cleaning of Petroleum Storage Tanks

UFGS 33 01 50.65 Inspection of Field Fabricated Fuel Storage Tanks

UFGS 33 56 21.17 Single Wall Aboveground Fixed Roof Steel POL Storage Tank

##### **U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)**

## **PART 7** **ATTACHMENT**

### **7. Attachment/Technical Exhibit List:**

- 7.1. Attachment A – General Installation Security Requirements
- 7.2. Attachment B – Fuel Storage Tank List
- 7.3. Attachment C – Fuel Storage Tank Excel Document
- 7.4. Attachment D – Monthly Contractors Progress, Management and Status Report
- 7.5. Attachment E – Not Applicable
- 7.6. Attachment F – Not Applicable
- 7.7. Attachment G – Not Applicable
- 7.8. Attachment H – Not Applicable
- 7.9. Attachment I – Not Applicable
- 7.10. Attachment J – API External Template
- 7.11. Attachment K.1 – Fac 2109 Inspection Report
- 7.12. Attachment K.2 – Fac 2110 Inspection Report
- 7.13. Attachment K.3 – Fac 2111 Inspection Report

### TECHNICAL EXHIBIT 1

#### **Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
<b>PRS # 1.</b> Kick-Off Meeting with USACE and Stakeholders  <b>Para. 1.5.8.</b>	State, local, and federal requirements regulating fuel storage tanks	100%	The contractor will schedule this Meeting either on-site prior to commencement of work or via tel-con prior to being onsite. Submit agenda and meeting minutes to stakeholders.
<b>PRS # 2.</b> On Site Inspection  <b>Para. 5.1.2 &amp; 5.1.3.</b>	State, local, and federal requirements regulating fuel storage tanks.	100%	Random Inspection.
<b>PRS # 3.</b> Provide a UT Inspection.  <b>Para. 5.1.4.</b>	State, local, and federal requirements regulating fuel storage tanks	100%	Random Inspection.
<b>PRS # 4.</b> Provide API 653 External Inspection Reports	State, local, and federal requirements regulating fuel storage tanks	100%	Random Inspection.

<b>Para 5.1.5.</b>			The contractor is to provide a DRAFT and FINAL report for MCX review and comment
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**DELIVERABLES SCHEDULE**

<b>DELIVERABLE</b>	<b>SCOPE OF WORK PARAGRAPH</b>	<b>DUE DATE</b>
Project Inspection Management Plan/Work Plan, Accident Prevention Plan & Health and Safety Plan (Draft)	4.3 & 4.4	15 days after award
Project Inspection Management Plan/Work Plan, Accident Prevention Plan & Health and Safety Plan (Final)	4.3 & 4.4	5 days after receipt of comments
Inspection and Evaluation Report – (Draft)	5.1.5	28 days after Field Inspection
Inspection and Evaluation Report – to include populated Attachment C Excel Sheet for each base (Final)	5.1.5	7 days after receipt of comments

(End of Summary of Changes)