

Performance Work Statement (PWS) Unfired Pressure Vessel Inspections

Part 1 – General Information

1.1 General: This is a non-personal services contract to provide inspection services for all Unfired Pressure Vessels (UPV) at Tobyhanna Army Depot (TYAD). 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 Description of Services/Introduction: This will be a hybrid contract consisting of Firm Fixed Price (FFP) contract for regularly scheduled inspections and Time & Material (T&M) for any approved minor repairs and unscheduled re-inspections as required due to new installations or rework to existing systems. Base year shall consist of ‘Year One’ inspection which includes Annual External Visual Inspection. Additional Annual External Visual Inspections shall be performed during each of the two (2) Option Years. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the required inspection and testing services. and repair as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.3 Objectives: Ensure all Unfired Pressure Vessels are inspected and documented as safe to operate in accordance with all applicable standards and the yearly inspection schedules. **Any deemed unsafe to operate shall be immediately brought to the attention of the Government COR and put out of service.** Provide detailed reports of each vessel along with recommendations for any additional maintenance which may be completed by others. Respond to any unscheduled inspection calls (i.e., new installations or repaired UPVs) in a timely manner and no later than 72 hours from notification. (See Part 5 – Specific Tasks).

1.4 Scope: The Contractor shall perform inspections services on approximately sixty (60) Unfired Pressure Vessels (Fifty-one (51)) known at this time) which includes both air compressors and air receiver tanks compliance with American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code requirements, manufacturer’s recommendations, and all other applicable codes as referenced under Part 6 – Applicable Standards.

1.5 Site Visit: This requirement will have a site visit, in which attendance is highly encouraged. Date and time will be provided within the Solicitation. Also, use of cameras is prohibited without prior approval. Please arrive 15-30 minutes prior to start time to allow time for Security check.

1.6 Period of Performance (PoP): The period of performance shall be for one (1) Base Year of twelve (12) months and two (2) 12-month option years.

The period of performance reads as follows:
Base Year

Option Year 1
Option Year 2

1.7 Quality Control: The contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's Quality Control Program is the means by which he assures himself that his work complies with the requirement of the contract. The Contractor shall provide their QCP along with their bid submission to the Contract Specialist for review. If the Government requires changes to the QCP, the Contractor must provide a revision within five (5) business days.

1.8 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). 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) if applicable.

1.9 Recognized Holidays: The Contractor IS NOT required to work on the following recognized holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	

1.10 Hours of Operation: The contractor is responsible for conducting business, between the hours of 07:00 through 16:30 Monday thru 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. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. At all times, the Contractor shall 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 keep in mind that the stability and continuity of the workforce are essential.

1.11 Place of Performance: The work to be performed under this contract will be throughout Tobyhanna Army Depot, Tobyhanna, PA 18466.

1.12 Type of Contract: The government will award a hybrid contract containing firm fixed price (FFP) and T&M (time & material) contract.

1.13 Security Requirements: Contractor personnel performing work under this contract must have a completed background check prior to start of any work to be performed and must maintain the level of security required for the life of the contract. The Contractor or Subcontractor must maintain unescorted access to the Installation. See the separately attached pdf titled “2021 SEC OPS BLURB1”. See Part 6, “Applicable Publications’.

1.14 Safety Requirements: See the separately attached pdf titled “SERVICE or EQUIPMENT INSTALLATION CONTRACTOR SAFETY STANDARD”. See Part 6, “Applicable Publications’.

1.15 Environmental Requirements: See the separately attached pdf titled “Standard NEPA Specifications for Projects May 2020”. See Part 6, “Applicable Publications’.

Part 2 – Definitions & Acronyms

Definitions:

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.

CONTRACTING OFFICER (KO): 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.

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.

DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE: Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

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.

PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL (QC): All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

QUALITY CONTROL PLAN (QCP): Written set of procedures and activities aimed at delivering products or services that meet quality objectives for a project as stated in contract documents and other procedures, manuals and guidance.

SUBCONTRACTOR: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORKDAY: The number of hours per day the Contractor provides services in accordance with the contract. WORK WEEK: Monday through Friday, unless specified otherwise.

Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
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
DA	Department of the Army
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
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
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
TE	Technical Exhibit

Part 3 – Government Furnished Property, Equipment and Services

3.1 Facilities: The Government will provide access to facilities as needed to complete the requirements of the contract.

3.2 Utilities: The Government will provide water and electricity. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the necessary amount to accomplish cleaning vehicles and equipment.

Part 4 – Contractor Furnished Items, Services 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. Materials: The Contractor shall provide all materials necessary to meet the requirements under this Performance Work Statement. This includes but is not limited to oils, greases, cleaners, paints and any other parts needed to maintain and repair all pressure vessels according to the manufacturer's recommendations and code requirements.

4.3. Equipment: The Contractor shall furnish all equipment necessary to meet the requirements under this Performance Work Statement.

Part 5 – Specific Tasks

5.1. The work on this contract shall include one (1) Year-One Inspection to establish current base-line conditions for all existing Unfired Pressure Vessels (UPV) and two (2) Yearly External Visual Inspections per below 5.2 and 5.3, respectively.

5.2. Year-One Inspection: This service shall be required during the Base first-year of contract and shall be performed on all existing units identified on the TYAD-provided equipment listing. The inspection and testing results shall be documented on a Pressure Vessel Inspection Record Form provided by the contractor for prior TYAD approval. In addition to the Yearly External Visual Inspection requirements listed below in Section 5.3, the initial Year-one inspection shall include one of the following testing methods to determine the vessels have the structural integrity to maintain their internal pressures. Testing is intended to verify and ensure that the pressure vessels do not contain any flaws such as punctures, cracks, loose connections, or any other weaknesses that can compromise their efficacy. Hydrostatic or Pneumatic testing will only be allowed as a last resort and only with prior written TYAD approval. Preferred testing methods would include one of the following Non-Destructive Testing (NDT) or Non-Destructive Examination (NDE) at the discretion of the contractor and with prior written TYAD approval:

5.2.1. Ultrasonic Testing (UT) – this test is a type of volumetric method and uses sound waves to measure a materials thickness or detect any defects.

5.2.2. Liquid Penetrant Test (PT) - a liquid penetrant test is a means of checking for flaws on a pressure vessel that are open to the surface.

5.2.3. Magnetic Particle Test (MT) - in a magnetic particle test, the inspector runs a magnetic current through the pressure vessel, typically using the prod method, where an electric current flows between contact probes. If there are any defects in the shell's material, a “flux leakage field” will appear.

5.2.4. Radiographic Test (RT) – this test can detect more flaws that are near or on the surface and also a volumetric method meaning it can detect issues inside the vessel.

5.2.5. All inspected equipment shall be, at a minimum, properly and clearly labelled with:

5.2.5.1. Date and type of inspection performed.

5.2.5.2. Next inspection due date and type.

5.2.6. Upon completion of the Year-one inspections, the contractor shall provide to the COR a complete and detailed report, including all fitness for service calculations and any justifiable recommendations, within three (3) weeks.

5.3. Yearly External Visual Inspections: This service shall be conducted on all existing units identified on the TYAD-provided equipment listing. The results shall be documented on a Pressure Vessel Inspection Record Form provided by the contractor for prior TYAD approval.

5.3.1. At a minimum, the Contractor shall inspect and document all conditions as noted on the Yearly External Inspection Checklist (UPV InspChkLst) provided by TYAD, or, alternately, contractor shall perform and document inspections on Checklists and Forms provided by contractor and approved by TYAD.

5.3.2. The Contractor shall verify condition and proper operation of all pressure relief valves (PRV) under the base contract. If found defective, COR shall be notified immediately. Upon Government approval, it will be responsibility of the contractor to replace and re-verify proper operation of the pressure relief valve(s). Costs associated with any TYAD-approved PRV replacements shall be under the T&M section of this contract.

5.3.3. The Contractor shall verify condition and proper operation of all pressure gauges (PG) under the base contract. If found defective, COR shall be notified immediately. Upon government approval, it will be the responsibility of the contractor to replace and reverify proper operation of the pressure gauge(s). Costs associated with any TYAD-approved PG replacements shall be under the T&M section of this contract.

5.3.4. If during the External Inspection questionable conditions are identified, or the inspection indicates a safety problem may exist, COR shall be notified immediately. At the recommendation of the inspector, and upon Government approval, additional Non-Destructive Testing (NDT) or Non-Destructive Examination (NDE) may be performed as noted under Section 5.2 above. Cost for any additional testing of this type, if done other than during the Year-one inspection as indicated in Section 5.2, shall be under the T&M section of this contract.

5.3.5. All inspected equipment shall be, at a minimum, properly and clearly labelled with:

- 5.3.5.1.** Date and type of inspection performed.
- 5.3.5.2.** Next inspection due date and type.

5.3.6. Upon completion of inspections, the contractor shall provide to the COR a complete and detailed report, including any justifiable recommendations, within three (3) weeks.

5.4. On Call Inspections: When called upon by the COR, this service shall be provided by the Contractor for any “NEW” UPV installations or when any existing UPV is repaired or altered by any party. Inspection for this service shall include a complete external inspection per Section 5.3 above, and results shall be documented on a Pressure Vessel Inspection Record Form or Repair Alteration or Rerating of Pressure Vessel Form provided by the contractor for prior TYAD approval. All costs shall be included under the T&M section of the contract. Contractor shall respond to any unscheduled inspection calls in a timely manner and no later than 72 hours from notification.

5.4.1. Upon completion of on-call inspections, the contractor shall provide to the COR a complete and detailed report, including any justifiable recommendations, within three (3) weeks.

5.5. Contractor / Inspector Qualifications: The contractor must be, at a minimum, an entity that is accredited in accordance with [NB-369, Accreditation of Authorized Inspection Agencies \(AIA\) Performing Inservice Inspection Activities](#) and [NB-381, Quality Program for Inspection Organizations](#), and hold a valid and current NB-369 Certificate of Accreditation indicating that they are accredited as an Authorized Inspection Agency. Additionally, the contractor shall have a minimum of five (5) years' experience in either boiler and pressure vessel construction, operation, maintenance, and repair OR a minimum of five (5) years' experience in the inspection, operation, maintenance, and repair of unfired pressure vessels.

Part 6 – Applicable Publications

The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures to includes the following.

- 6.1** Title 29 Code of Federal Regulations -1910 (OSHA General Industry Standards)
- 6.2** Title 29 Code of Federal Regulations -1926 (OSHA Construction Industry Standards)
- 6.3** American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Codes
- 6.4** The National Board of Boiler and Pressure Vessel Inspectors (NBBI)
- 6.5** USACE EM385-1-1 – Safety and Health Manual
- 6.6** UFC 3-4-430-7 Operation and Maintenance: Inspection and Certification of Boilers and Unfired Pressure Vessels
- 6.7** API 510 – Pressure Vessel Inspection Code: In-Service Inspection, Rating, Repair, and Alteration
- 6.8** API 572 – Inspection of Pressure Vessels
- 6.9** National Fire Protection See Section 5.3.5
- 6.10** 2021 SEC OPS BLURB1.pdf
- 6.11** SERVICE or EQUIPMENT INSTALLATION CONTRACTOR SAFETY STANDARD – May 2023
- 6.12** Standard NEPA Specifications for Projects May 2020

Part 7 – Technical Exhibit Listing

7.1 Technical Exhibit 1 – Performance Requirements Summary

7.2 Technical Exhibit 2 – Deliverables Schedule Technical Exhibit 1

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.

Performance Objective	Standard	Performance Threshold	Surveillance Method
CLIN 0001, (Firm, Fixed Price) The Contractor shall perform inspection services of all listed Unfired Pressure Vessels at Tobyhanna Army Depot. (Sections 5.1, 5.2 & 5.3)	Per Section 5.2 – All Unfired Pressure Vessels (UPVs) shall be subject to ‘Year-One’ inspections during Base Year of contract. Per Section 5.3 – All UPVs shall be subject to Yearly External Visual Inspections during Option Years One and Two.	Zero deviation from the standard.	Random inspections during performance of service.
On an annual basis, the Contractor shall provide verification and proof of meeting the requirements of Section 5.5 of this PWS.	Per Section 5.5 – These are the minimum qualifications.	Meeting 100% of the minimum qualifications, or greater.	Annual inspection of qualifications.
CLINS 0002, (Time & Mat’ls): Per Section 5.3.2 - The Contractor shall replace and verify proper operation of any pressure relief valve(s) found to be defective.	Per Section 5.3.2	Zero deviation from the standard.	100% Inspection
Per Section 5.3.3 – The Contractor shall replace and verify proper operation of any pressure gauge(s) found defective.	Per Section 5.3.3	Zero deviation from the standard.	100% Inspection

Per Section 5.3.4 - The Contractor shall provide additional non-destructive testing if inspector determines yearly visual inspection uncovers safety concerns.	Per Section 5.3.4	Zero deviation from the standard.	Random inspections during performance of service.
Per Section 5.4 - The Contractor shall perform "On-Call" Inspections for any newly installed UPV and any UPV that has been repaired or altered by any party, when notified by COR. (Section 5.3)	The Contractor shall respond within 72 hours for unscheduled inspection calls.	Zero deviation from the standard.	100% Inspection

Technical Exhibit 2 / Deliverables Schedule

Deliverable	Frequency	Number of Copies	Medium/Format	Submit To
CLIN 0001, (Firm, Fixed Price)				
Year One Inspections Report: A complete and detailed inspection report including all fitness for service calculations, dates of service(s), type(s) of inspection service, serviced equipment serial numbers, all findings, including any recommended corrective actions (if any) and justifications.	Within 21 calendar days from the completion of the Year-one inspections.	One (1) copy.	Email and PDF signed by inspector(s) who performed the services.	Email to: COR (TBD)
Year One Inspections Invoice: Invoice after completion of service.	Within 30 calendar days from the completion of the services.	One (1) copy.	Email with report attachment (PDF) included in Wide Area Work-Flow (WAWF)	Email to: COR (TBD)
Yearly External Visual Inspections Report: A complete and detailed inspection report including dates of service(s), type(s) of inspection service, serviced equipment serial numbers, all findings, including any recommended corrective actions (if any) and justifications.	Within 21 calendar days from the completion of the service.	One (1) copy.	Email and PDF signed by inspector(s) who performed the services.	Email to: COR (TBD)
Yearly External Visual Inspections Invoice: Invoice after completion of service.	Within 30 calendar days from the completion of the services.	One (1) copy.	Email with report attachment (PDF) included in Wide Area Work-Flow (WAWF)	Email to: COR (TBD)