AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT II	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT				1   5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	CT NO.(Ifapplicable)
0003	02-Dec-2024					
6. ISSUED BY CODE	W912WJ	7. ADMINISTERED BY (Ifother than item 6)		COD	Е	
U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X 9A. AMENDMENT OF SOLICITATION NO. W912WJ25Q0004			
			Х	OD DATED (CELITEM 11)		
				10A. MOD. OF CONTRACT/ORDER NO.		
CODE FACILITY CODE				10B. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
X The above numbered solicitation is amended as set forth	in Item 14. The hour and o	date specified for receipt of Offer	Х	is extended,	is not ex	stended.
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						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT S'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 is not, 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.)						
Amendment is necessary to provide responses to questions from industry, provide a revised Supply Requirement (revisions in blue), and extend the solicitation closing until December 4, 2024 at 2:00 PM Eastern.						
Question #3 - #4 are applicable to this amendment.						
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	16A. NAME AND TITLE OF CO	NT	RACT ING OFFIC	ER (Typ	e or print)	
		TEL:		EMAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME	RIC	A	1	6C. DATE SIGNED
		BY				02-Dec-2024
(Signature of person authorized to sign)		(Signature of Contracting Of	fice	r)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### **SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

REQUEST FOR INFORMATION

QUESTION 1: Can you please provide information on the incumbent contractor and amount, if applicable?

RESPONSE 1: The previous contract was awarded to Michael J. Tasha Trucking, Inc. for a contract total of \$6,785.

QUESTION 2: Can you tell me what the new period of performance for this contract will be?

RESPONSE 2: Please see revised section I.4. *Schedule* of the Supply Requirement for an updated Period of Performance.

QUESTION 3: Are the tanks above ground or below ground?

RESPONSE 3: The convault tanks are above ground. Please refer to the revised Supply Requirement.

QUESTION 4: Is a diesel winter anti-gel additive required?

RESPONSE 4: Yes, a diesel winter anti-gel additive is required. Please refer to the Revised Supply Requirement.

SECTION SF 1449 - CONTINUATION SHEET

#### SOLICITATION/CONTRACT FORM

The required response date/time has changed from 02-Dec-2024 02:00 PM to 04-Dec-2024 02:00 PM.

The following have been modified:

SUPPLY REQUIREMENT

DYED ULTRA-LOW SULFUR DIESEL ASTM-D975 SPEC
U.S. ARMY CORPS OF ENGINEERS
CAPE COD CANAL FIELD OFFICE
BUZZARDS BAY, MASSACHUSETTS
SUPPLY REQUIREMENT
ADDITIONAL REVISIONS

## I. General

# 1. Scope

Contractor shall provide up to 2,300 gallons of Red-Dyed Ultra-low Sulfur Diesel Fuel Oil ASTM D-975 Spec, including a winter anti-gel additive, to the above ground tanks located at the Cape Cod Canal Field Office in Buzzards Bay, Massachusetts. All applicable fees, taxes, and delivery charges shall be included in the price per gallon rate. All work will be completed to the satisfaction of the Technical Point of Contact (TPOC).

All deliveries shall conform to Federal, State, and local laws and regulations.

#### 2. Location

Cape Cod Canal Field Office, 40 Academy Drive, Buzzards Bay, MA 02532

#### 3. Site Visit

To arrange a site visit, contact the TPOC, Marine Operations Officer, James Deal at 978-318-8539 or James.P.Deal@usace.army.mil.

### 4. Schedule

Deliveries will be made once during the period of performance. Deliveries will not be accepted before 7:00 am or after 3:30 pm, unless approved in advance by the TPOC. No deliveries will be accepted on Saturdays, Sundays, and holidays unless approved in advance by the TPOC. The period of performance will be from contract award through 29 November 2024 December 31, 2024.

#### 5. Safety

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), Federal, State, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20 EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

#### 6. Accident Reporting

All accidents and near misses shall be investigated by the Contractor and reported to the Technical Point of Contact in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within seven (7) days of an incident:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng\_Form\_3394\_2021Aug.pdf

## 7. Security

The Contractor will comply with all established security policies at the Cape Cod Canal Field Office. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.

# 8. Environmental Protection

The Contractor shall prevent pollution or damage to the environment resulting from work performed during this contract. The Contractor will receive no additional payment for environmental protection work. Prevention of pollution and environmental damage is a Contractor obligation under current State and Federal Laws and regulations. Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor. All spills/damage shall be immediately reported to the TPOC

# 9. Payment

The Contractor will furnish the TPOC with one invoice after each delivery, stating the quantities delivered to each location and the amount to be paid. Payment shall be made for the actual quantity delivered at the applicable contract unit price. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry.

All invoices may be mailed to:

U.S. Army Corps of Engineers Cape Cod Canal Field Office 40 Academy Drive Buzzards Bay MA, 02532

Or emailed to: James.P.Deal@usace.army.mil

### II. <u>Technical Requirements</u>

The Contractor shall provide up to **2,300 gallons** of Red-Dyed Ultra-Low Sulfur Diesel Fuel Oil ASTM D-975 Spec, including a winter anti-gel additive, to the Cape Cod Canal Field Office above ground tanks identified below. The quantities identified correspond to the maximum storage capacity at each tank and will be filled at the special request of the TPOC. **All applicable fees, taxes, and delivery charges shall be included in the price per gallon rate.** The delivery schedule must be coordinated with the TPOC to allow access to each building.

- 1. Cape Cod Canal Field Office 40 Academy Drive, Buzzards Bay MA, 02532
  - a. Canal Field Office Convault Tank 1 (Tank Capacity 2300 gallons)
  - b. Canal Field Office Convault Tank 2 (Tank Capacity –2300 gallons)
    Note: Normally only one tank is filled during each delivery. Actual capacity per tank is 3,000 gallons. Tank capacities listed above account for 10% expansion.

(End of Summary of Changes)