



PERFORMANCE WORK STATEMENT (PWS)

**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology (OIT)
Hines Information Technology Center (HITC)**

Generator Fuel Tank Maintenance & Fuel Delivery Services Guarantee

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OIT), Data Center Operations (DCO) is to provide benefits and services to Veterans of the United States. In meeting these goals, OIT strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals. DCO strives to ensure that the data center will be maintained in an operational state and operating to the highest reliability and efficiency possible.

The Hines Information Technology Center (HITC) is a two (2) story combined office building and critical data center for the VA. HITC provides information technology and data-hosting services within the Department and to other government agencies. HITC provides its services to customers on a 24/7 basis and therefore requires continuous power for its building, servers, equipment and staff. To ensure uninterrupted power, the HITC uses back-up generators fueled by one (1) underground diesel tank (~7,500 gallons). The generators have a total continuous fuel consumption rate of approximately 2,500 gallons per 24-hour day. This contract will help establish a guaranteed method of servicing the generator fuel system to ensure the building operates continuously even under critical emergencies and disasters.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. FIPS Pub 201, "Personal Identity Verification of Federal Employees and Contractors," March 2006
2. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
3. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
4. Department of Veterans Affairs (VA) Directive 0710, "Personnel Suitability and Security Program," May 18, 2007
5. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
6. VA Directive 6300, Records and Information Management, February 26, 2009
7. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
8. ASTM D975 (Standard Specification for Diesel Fuel Oils)
9. Subtitle I of the Resource Conservation and Recovery Act published in the Code of Federal Regulations Chapter 40 Part 280 "Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tank Systems"
10. American Petroleum Institute (API) RP1632 3rd Edition "Cathodic Protection of Underground Petroleum Storage Tanks and Piping Systems"
11. American Petroleum Institute (API) RP1615 6th Edition "Installation of Underground Petroleum Storage Systems"
12. National Association of Corrosion Engineers (NACE International) TM0101-2001 "Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Tank Systems"
13. Steel Tank Institute (STI) R892-06 "Recommended Practice for Corrosion Protection of Underground Piping Networks Associated with Liquid Storage and Dispensing Systems"

3.0 SCOPE OF WORK

The Contractor shall provide all necessary services, equipment, personnel, delivery services and materials required to properly maintain and support the HITC diesel fuel requirements throughout the contract period. This agreement shall establish a guaranteed fuel contract service for the HITC so that fuel maintenance, delivery and other fuel services can occur 24x7 during normal business periods and during catastrophic or national disasters. The fuel delivery, maintenance and services shall remain uninterrupted per the contract guidelines. Services include scheduled fuel delivery, unscheduled urgent fuel delivery, fuel cleaning, tank cleaning, filter maintenance, fuel treatment services and Cathodic protection testing for fuel lines.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance shall be twelve (12) months from the date of award or designated start date by the contracting officer, with four (4) option years (of twelve months) following the first base period year.

Normal business hours at HITC are 7:00 a.m. to 3:30 p.m. CT, Monday through Friday excluding federal holidays. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO). If required or desired by the contractor, the CO may designate the Contractor to work during holidays and weekends for critical unscheduled urgent fuel services and or deliveries.

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

All tasks under this PWS shall be performed at the Hines ITC, 1st Avenue North of 22nd Street, Building 215, Hines, Illinois 60141.

4.3 TRAVEL

The Government anticipates travel to perform the tasks associated with the effort. Local travel is required for maintenance servicing and scheduled/unscheduled delivery. However, these costs will not be directly reimbursed by the Government.

The total estimated number of trips in support of the maintenance contract for is at least four (4) visits. Additional unscheduled service visits (i.e. Emergency Call Back, etc.) are not included the total number of estimated visits. Anticipated locations include the following, estimated at one-four (1-4) hour(s) for each visit in duration depending on services rendered:

1. Hines ITC, 1st Avenue North of 22nd Street, Building 215, Hines, Illinois 60141

4.4 KICK-OFF MEETING

The Contractor shall attend a Kick-Off Meeting with the Contracting Officer and the Contracting Officer's Representative (COR) no later than (NLT) 5 (five) business days after the date of award. The purpose of the Kick-Off Meeting is to discuss technical and contracting objectives of this task order. The Kick-Off Meeting will be held at a location as specified by the Government.

4.5 SPECIAL QUALIFICATIONS

The Contractor will be licensed by the State in which the work is conducted to provide the services specified in this contract. All work will be performed by personnel who are trained, certified and qualified to operate equipment and associated services. Contractor personnel shall be certified by appropriate federal and state regulatory agencies to meet federal and local certification requirements (documentation provided to CO/COR upon request) in fuel tank maintenance and dispensing fuels, if applicable.

4.6 SCHEDULE COORDINATION

The Contractor shall be responsible for coordinating all phases of his/her operations with the appropriate personnel through the CO/COR. The facilities shall remain in operation while the Contractor is working, and it is up to the Contractor to coordinate around the normal activities of the facility.

4.7 ENVIRONMENTAL CONTROL

The Contractor shall comply, and assure that all subcontractors comply, with all applicable federal, state, and local laws, regulations, ordinances, policies and standards related to environmental matters. Where applicable, the Contractor shall use environmentally safe products in the course of completion of their project. The Contractor shall maintain, in company vehicle on site, Material Safety Data Sheets (MSDS) for all chemicals. A copy of all MSDS will be provided to the CO/COR. The MSDS data is subject to random checks by the government. Contractor shall maintain, and provide on demand, an inventory of materials being brought on the Government facility. The Contractor shall complete, and provide on demand, monthly inventories of HAZMAT used, including but not limited to: solvents, paints, degreasers, greases, Ozone Depleting Substances, and oils brought on to the Government facility. If the Contractor spills or releases any HAZMAT or other substance contained in 40 CFR 302 into the environment, the Contractor shall immediately notify the CO/COR and appropriate emergency

responders. The Contractor is responsible for all costs associated with clean-up and restoration, including any applicable fines and/or penalties. The Contractor shall maintain a spill plan as required by federal, state, and local laws and regulations.

4.8 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

4.9 FACILITY/RESOURCE PROVISIONS

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

4.10 GOVERNMENT FURNISHED PROPERTY

Government shall not be providing any property to the contractor with this contract.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall provide all inspections, maintenance, repair, testing and equipment in conformance with all applicable standards as specified in PWS section 2.0. Services shall be performed in accordance with manufacturer guidelines or industry standards and codes as applicable in PWS Section 2.0, or whichever is more stringent. The Contractor shall perform the following:

5.1.1 Scheduled Diesel Fuel Deliveries

1. Contractor shall have the capability of delivering up to 8,000 gallons of diesel fuel at a scheduled time frame. This amount of fuel will more than fill up the current underground storage tank (UST) at HITC.
2. Contractor shall schedule fuel deliveries to occur every quarter to top off the UST. The date shall be scheduled at least one week ahead of time with the COR. Scheduled fuel deliveries shall occur during normal business hours.
3. Fuel shall be delivered to the place of performance within a two (2) hour time frame window of scheduled delivery time.
4. Documentation of proper fuel type and quantity shall be provided by the contractor delivering the fuel.

Deliverables:

- A. Ultra Low Sulfur Diesel No. 1-D Fuel for Off-Road Vehicles and Machines at "X" cents per gallon above current rack average price as listed on <http://www.opisnet.com/>.
- B. Quarterly fuel delivery to top off the UST.

5.1.2 Unscheduled Urgent Diesel Fuel Deliveries

1. Contractor shall have the capability of delivering up to 8,000 gal of diesel fuel at unscheduled times if a local or regional disaster should occur and HITC is without power for a significant duration of time (>24 hrs).
2. Contractor shall deliver fuel every three (3) days or as indicated on request from COR or CO. Three (3) days is the estimated time frame that HITC would be able to remain on generator based on the capacity of the UST.
3. Contractor shall have a widespread network capability to mobilize necessary equipment and personnel from outside the VA-HITC affected area to provide emergency fuel services.
4. Unscheduled urgent fuel deliveries can occur at ANY time of the day or on any day upon notice from the COR or CO.
5. Unscheduled urgent fuel deliveries shall be delivered to the place of performance within a four (4) hour time frame window of first notice to the fuel service contractor.
6. Documentation of proper fuel type and quantity shall be provided by the contractor delivering the fuel.

Deliverables:

- A. Ultra Low Sulfur Diesel No. 1-D Fuel for Off-Road Vehicles and Machines at "Y" cents per gallon above current rack average price as listed on <http://www.opisnet.com>.
- B. Unscheduled urgent fuel delivery to the place of performance at scheduled intervals (no more than three (3) days) and within four (4) hours of notification.

5.1.3 Fuel Filter Replacement/Repair Service

1. Contractor shall provide quarterly inspections and cleaning and/or replacement as necessary of the two (2) inline fuel filters on the incoming fuel supply line at HITC.
2. Filters shall be replaced on an annual basis as a minimum.
3. Contractor shall be responsible for tracking, replacing defective, failing replaced parts under commercial manufacturer warranty, at no additional cost to the Government.

Deliverables:

- A. Replacement Fuel Filters
- B. Labor to Replace Fuel Filters

5.1.4 Quarterly Cleaning of One (1) Underground Storage Tank (UST) containing Diesel Fuel and Associated Piping into the Building without Using Detergents or a Water Based Cleaning Method

1. Contractor shall perform cleaning of the UST onsite four (4) times per year. This cleaning shall occur during regularly scheduled quarterly fuel delivery services.
2. Cleaning shall be accomplished so that all water, sediment, non-combustible particulate matter and microbial contamination are below levels stated in ASTM D975 (Standard Specification for Diesel Fuel Oils) while re-suspending combustible particulate matter to maintain ASTM standards for BTU value, lubricity, and cetane. Periodic fuel samples shall be drawn from the tanks to determine the status of the fuel cleaning. Samples drawn through the cleaning process do not need to be submitted for testing.

3. Contractor shall be responsible for proper removal and disposal of all waste materials from the cleaning and inspection process.

Deliverables:

- A. Cleaned UST with fuel returned to the tank.
- B. Fuel Reports (After Cleaning) Per Addendum B.
- C. Copies of manifest documents and waste profile documents from the certified and licensed hazardous waste hauler shall be provided to the VA COR.

5.1.5 Annual Cleaning of Four (4) Aboveground Storage Tanks (AST) containing Diesel Fuel and Associated Piping within the Building without Using Detergents or a Water Based Cleaning Method

1. Contractor shall perform cleaning of the ASTs onsite one (1) time per contract year. This cleaning shall occur during one of the regularly scheduled fuel delivery services.
2. Cleaning shall be accomplished so that all water, sediment, non-combustible particulate matter and microbial contamination are below levels stated in ASTM D975 (Standard Specification for Diesel Fuel Oils) while re-suspending combustible particulate matter to maintain ASTM standards for BTU value, lubricity, and cetane. Periodic fuel samples shall be drawn from the tanks to determine the status of the fuel cleaning. Samples drawn through the cleaning process do not need to be submitted for testing.
3. Contractor shall be responsible for proper removal and disposal of all waste materials from the cleaning and inspection process.

Deliverables:

- A. Cleaned ASTs with fuel returned to the tanks.
- B. Fuel Reports for all four (4) individual tanks (After Cleaning) Per Addendum B.
- C. Copies of manifest documents and waste profile documents from the certified and licensed hazardous waste hauler shall be provided to the VA COR.

5.1.6 Add Fuel Treatment Products to All Diesel Tanks (UST & ASTs) based on Test Reports

1. Contractor shall provide and add fuel treatment products to all tanks (UST & AST) as necessary (at least twice per contract year) to adjust fuel quality and control future microbial growth.
2. Fuel treatment product additives shall last at least six (6) months to keep fuel stable until the next planned fuel treatment and service visit.

Deliverables:

- A. All Necessary Additives to Adjust Fuel to meet ASTM D975 (Standard Specification for Diesel Fuel Oils) to USTs on the HITC site.

5.1.7 Annual Cathodic Protection Testing of Underground Fuel Lines

1. Contractor shall provide annual cathodic protection testing of the underground fuel lines coming from the underground storage tank to the inside of the building.
2. Testing shall be completed by at least a minimally qualified "cathodic protection tester" as defined in Addendum C.

3. One failure a test shall require the contractor to return at least one (1) month later to retest the cathodic protection testing and ensure that a failure test was not an anomaly.

Deliverables:

- A. Cathodic Protection Test Results per Addendum C.

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

Section 6.1 not applicable for this contract.

6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low	National Agency Check with Written Inquiries (NACI) A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate	Moderate Background Investigation (MBI) A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High	Background Investigation (BI) A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

	Position Sensitivity and Background Investigation Requirements		
<u>Task Number</u>	<u>Low/NACI</u>	<u>Moderate/MBI</u>	<u>High/BI</u>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

Deliverables:

- A. NACI Paperwork Submission
- B. List of personnel to work on contract

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within 5 business days after award.
- f. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding

completion of the investigation documents (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).

- g. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

GOVERNMENT RESPONSIBILITIES

The following needs to be provided by the CO to the Contractor:

- 1. The Security Investigations Center will require the following forms from the Contractor or to the Contractor's personnel:
 - a. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
 - b. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
 - c. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within 5 business days after award. (DVA Memorandum – Electronic Fingerprints is filled out by the VA Facility that took the electronic fingerprints)
 - d. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF 86). (The

SF85 does not need to be uploaded because OPM is going paperless and the contractor will complete this questionnaire online when the e-QIP link is sent.) (DVA Memorandum – Electronic Fingerprints is filled out by the VA Facility that took the electronic fingerprints) (Please be advised that the contractor will need all the necessary information easily accessible as the website will time out and they can lose the information they inputted if they take too long to fill it in.)The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management’s (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).

- e. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.
- f. The SIC will then upload the e-QIP signature pages to e-QIP and release the case file to OPM for investigation.
- g. The SIC will notify the CO and Contractor after adjudicating the results of the background investigations received from OMB.

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 FACILITY/RESOURCE PROVISIONS

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

6.5 GOVERNMENT FURNISHED PROPERTY

Government shall not be providing any property to the contractor with this contract.

Access to the site at pre-arranged and agreed upon time frames shall be provided. Site access shall be at government’s discretion but shall not prevent the contractor from completing work.

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

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 METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Performance Levels (APL)</u>	<u>Actions for Failed APL</u>	<u>Method of Surveillance</u>
PRS #1. Scheduled Fuel Delivery	<ol style="list-style-type: none"> 1. Delivery of fuel quarterly to performance work site. 2. Fuel delivered within agreed two (2) hour time window for scheduled day. 3. Documentation of fuel type and quantity of delivery. 	80% of the time	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #2. Unscheduled Urgent Fuel Delivery	<ol style="list-style-type: none"> 1. Delivery of fuel to performance work site in unscheduled urgent situation within agreed four (4) hour time window of notification to contractor. 2. Delivery of fuel at least every three (3) days. 3. Documentation of fuel type and quantity of delivery. 	100% of the time (Barring Acts of God), Contractor shall provide unscheduled urgent fuel delivery services as stated in contract. Should Contractor fail to meet performance requirements, the Contractor shall pay liquidated damages in the amount of \$50 per hour during delay of unscheduled urgent fuel delivery services.	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #3. Fuel Filter Replacement/Repair Service	<ol style="list-style-type: none"> 1. Filters installed and replaced at least annually or as necessary. 2. Filters meet specifications and perform as needed. 	100% of Parts	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment,	COR

			and partial or total termination for convenience/default.	
PRS #4. Tank and Fuel Cleaning	<ol style="list-style-type: none"> 1. USTs and ASTs and diesel fuel shall be cleaned/filtered/polished using methods that are not water and/or detergent based 2. Maximum amount of fuel shall be salvaged from tanks without creating excess waste 	<ol style="list-style-type: none"> 1. 100% of Tanks and Fuel 2. Up to 15% of Fuel shall be allowed to be considered waste 	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #5. Fuel Samples	<ol style="list-style-type: none"> 1. Fuel Samples taken from tanks shall be verified by VA Employee with signature 2. Fuel Samples shall be taken in the presence of a VA Employee 	100% of Samples	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #6. Fuel Treatment	<ol style="list-style-type: none"> 1. Fuel treatment added at least once every six (6) months. 2. Fuel treatment is effective for six (6) month period. 	100% Compliance	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #7. Cathodic Protection Testing	Provide yearly testing as required by the PWS.	100% Compliance	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment,	COR

			and partial or total termination for convenience/default.	
PRS #8. Reports	Reports shall contain no less than 9 of the metrics listed in test report requirements	100% of Reports	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #9. Fuel Spills/Waste Spills	<ol style="list-style-type: none"> 1. Fuel spills shall be handled per EPA and IL EPA standards 2. Waste spills shall be handled per EPA and IL EPA standards 	<ol style="list-style-type: none"> 1. 100% Compliance 2. 100% Compliance 	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR
PRS #10. Response to VA Query	Responses received within four (4) business hours of request	95% of the time measured on a monthly basis	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the CO in consultation with the COR. The range of possible actions includes re-performance of work, withholding invoice payment, and partial or total termination for convenience/default.	COR

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

TECHNICAL EXHIBIT 2
Deliverables Schedule

Deliverables shall be scheduled with the COR.

ITEM	PWS	DELIVERABLE / EVENT	DUE BY
1	4.4	Kick-Off Meeting	NLT five (5) business days after the date of award Base year.
2	5.1.1	Scheduled Diesel Fuel Deliveries Inspection by COR: destination Acceptance by COR: destination	Quarterly. Must coordinate with COR a week in advance. Delivery shall occur within a two (2) hour time frame for agreed upon delivery time and must occur during business hours.
3	5.1.2	Unscheduled Urgent Diesel Fuel Deliveries Electronic Submission to: VA PM, COR and CO. Inspection by COR: destination Acceptance by COR: destination	Upon request as needed and deemed urgent. COR will provide notification and delivery shall occur within a four (4) hour time frame window of first notice.
4	5.1.3	Fuel Filter Replacement/Repair Inspection by COR: destination Acceptance by COR: destination	Quarterly. Service shall provide parts and labor.
5	5.1.4	Cleaning of One (1) Underground Storage Tank without using Detergents or a Water-Based Cleaning Method Electronic Submission to: VA PM, COR and CO. Inspection by COR: destination Acceptance by COR: destination	Quarterly. Performance in conjunction with PWS 5.1.1. Fuel Report content shall contain information required as per Addendum B. Copies of manifest and waste profile documents from certified and licensed hazardous waste hauler shall be provided to the COR.

ITEM	PWS	DELIVERABLE / EVENT	DUE BY
6	5.1.5	Cleaning of Four (4) Aboveground Storage Tanks Electronic Submission to: VA PM, COR and CO. Inspection by COR: destination Acceptance by COR: destination	Annually. Performance in conjunction with PWS 5.1.1. Cleaned ASTs with fuel returned to tanks, Fuel Reports content shall contain information as per Addendum B. Copies of manifest and waste profile documents from the certified and licensed hazardous waste hauler shall be provided to the COR.
7	5.1.6	Fuel treatment products to all diesel tanks (UST & ASTs) based on Test Reports Inspection by COR: destination Acceptance by COR: destination	At minimum, bi-annually throughout the period of performance each year. Fuel treatment must meet ASTM D975 for Diesel Fuel Oils.
8	5.1.7	Cathodic protection testing of underground fuel lines. Electronic Submission to: VA PM, COR and CO. Inspection by COR: destination Acceptance by COR: destination	Annually. Cathodic report content shall contain information as per Addendum C.

7.0 SCHEDULE FOR DELIVERABLES

Note: Days used in the table below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

PWS Task	Deliverable Description	Due Date
5.1.1	Scheduled Diesel Fuel Deliveries Inspection: destination, COR Acceptance: destination, COR	Quarterly throughout the period of performance each year.
5.1.2	Unscheduled Urgent Diesel Fuel Deliveries Inspection: destination, COR Acceptance: destination, COR	Due on an as needed basis. Contractor will be called/notified of the requirement.
5.1.3	Fuel Filter Inspection/Replacement/Repair Service Inspection: destination, COR Acceptance: destination, COR	Replacement due at least annually throughout the period of performance each year. Regular inspections should occur quarterly.

5.1.4	Cleaning of One (1) Underground Storage Tank (UST) containing Diesel Fuel and Associated Piping into the Building without Using Detergents or a Water Based Cleaning Method Inspection: destination, COR Acceptance: destination, COR	Due quarterly throughout the period of performance each year.
5.1.5	Clean Four (4) Aboveground Storage Tanks (AST) containing Diesel Fuel and Associated Piping within the Building without Using Detergents or a Water Based Cleaning Method Inspection: destination, COR Acceptance: destination, COR	Due annually during the period of performance each year.
5.1.6	Add Fuel Treatment Products to All Diesel Tanks (UST & ASTs) based on Test Reports Inspection: Destination, COR Acceptance: destination, COR	Due bi-annually as a minimum throughout the period of performance each year.
5.1.7	Annual Cathodic Protection Testing of Underground Fuel Lines Inspection: Destination, COR Acceptance: destination, COR	Due annually during the period of performance once each year.

INSPECTION and ACCEPTANCE / Free on board (FOB) for Shipped Deliverables

Inspection and acceptance shall be at the following address:

Hines ITC
Building 215
1st Avenue North of 22nd Street
Hines, Illinois 60141

Ship to address is:

Hines ITC
Building 215, ATTN: Michael Geuss
1st Avenue North of 22nd Street
Hines, Illinois 60141

ADDENDUM A

A1.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A2.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for

information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.

3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
 - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
 - b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.
 - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.

8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.

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ADDENDUM B

FUEL TESTING REQUIREMENTS AND REPORT CONTENTS

B1. Fuel Testing Requirements

1. Fuel samples being drawn shall be witnessed by approved VA staff member.
2. VA staff member shall sign off verifying that the sample was taken from appropriate tank(s) as well as when the testing sample was taken (pre or post cleaning).
3. Pre-cleaning testing samples shall be taken prior to any cleaning or additives activity being performed on the tank. Fuel samples taken prior to cleaning services are not required to be lab tested.
4. Post tank cleaning testing samples shall be taken after a minimum of 1 hr of settling time.

B2. Report Contents and Fuel Testing

1. Report Contents:
 - a. Fuel quality report to include the following tests:
 - i. Actual and recommended levels shall be referenced in each report and table documenting the results. Reports shall be organized by tank number and if appropriate during cleaning services then also showing results both pre-cleaning and post-cleaning.
 - ii. API Gravity, Density, Relative Humidity
 - iii. Appearance or Haze
 - iv. Cetane Index
 - v. Cloud Point
 - vi. Color ASTM
 - vii. Lubricity, HFRR or BOCLE
 - viii. Diesel fuel microbe infestation analysis performed in accordance with the IP 385 and IP 472:
 1. Bacteria, Yeast, Mould
 2. Fibre Count
 3. Moisture Content
 - ix. Pour Point
 - x. Sulfur Content
 - xi. Sediment and water (S&M)

ADDENDUM C

CATHODIC PROTECTION TESTING QUALIFICATIONS, TEST CONTENTS AND TESTING PROCEDURES

C1. Qualified Person for Cathodic Protection Testing

Qualified person shall be an employee or contractor who has demonstrated an understanding of the principles and measurements of all common types of cathodic protection systems as applied to buried or submerged metal piping and tank systems, by passing a cathodic protection test given by the National Association of Corrosion Engineers or the Steel Tank Institute. Such persons must also have education and experience in soil resistivity, stray current, structure-to-soil potential, and component electrical isolation measurements of buried metal piping and tank systems.

C2. Report Contents and Fuel Testing

1. Galvanic testing results shall document a passing or failing test of the cathodic protection system.
2. Report shall contain measured potential levels and any anomalies that occurred if a failure occurs.
3. Report shall contain local potential readings, remote potential readings and continuity results.

C3. Structure-to-soil Test Procedure for Galvanic Cathodic Protection Systems

1. Place voltmeter on 2 volt DC scale.
2. Connect voltmeter negative lead to reference electrode.
3. Place reference electrode in clean soil directly over the structure that is being tested to obtain local potential. At least one local potential is required for each tank - the preferred test point is at the approximate midpoint along the centerline of the tank. Piping may require measurement at each end of the pipe and at the middle depending upon anode configuration (see Section 6.10.2 of MPCA guidance document).
 - a. The reference electrode may not be placed on concrete or other paving materials.
 - b. Ensure that the reference electrode is placed in a vertical position (tip down).
 - c. Ensure that the soil where the reference electrode is placed is moist – add tap water if necessary.
 - d. Ensure that the soil where the reference electrode is placed is not contaminated with hydrocarbons.
 - e. Ensure that the reference electrode window is not exposed to direct sunlight.
4. Connect voltmeter positive lead to structure that is to be tested.
 - a. If a test lead wire is utilized to make contact with the tested structure you must ensure that continuity exists between the test lead wire and the structure. This

may be accomplished by conducting a point-to-point continuity test as described in Appendix E.

- b. Ensure that good metal-to-metal contact is made between the test lead clip/probe and the structure.
- c. Ensure that no corrosion exists where the test lead makes contact with the structure.
- d. Ensure that your body does not come into contact with the electrical connections.
- e. Ensure that test leads are not submerged in any standing water.
- f. Ensure that test lead insulation is in good condition.
- g. sti-P3[®] tanks
 - i. If the test lead wire is not continuous or is not present, contact with the inside bottom of the tank is necessary. This may be accomplished by connecting the voltmeter lead wire to a test prod mounted onto the bottom of a wooden gauging stick and lowering the stick into the tank fill riser. Be sure that firm contact is made with the tank bottom. Care should be taken to ensure that any drop tube that may be installed in the tank does not prohibit contact with the tank bottom. If a metallic probe bar is utilized to contact the tank bottom, ensure that the probe bar does not contact the fill riser or any other metallic component of the UST system.
 - ii. If a sti-P3[®] tank is equipped with a PP4[®] test station, the PP4[®] test station is disregarded and potentials must be obtained with a portable reference electrode placed in the soil (both local and remote) as described in Section 6.10.1 of the MPCA guidance document.
- 5. Obtain voltage and record in the "On Voltage" column corresponding with the appropriate half cell placement row on the MPCA galvanic survey form.
- 6. Place reference electrode in clean soil remote from the protected structure. (Refer to Section 6.10.1 for a discussion of remote reference electrode placement.)
- 7. Obtain voltage and record in the "On Voltage" column corresponding with the appropriate half cell placement row on the MPCA galvanic cathodic protection form. (Note: if the fixed cell-moving ground method was used to conduct continuity survey, the potential obtained during the continuity survey for each corresponding structure may be transposed to the appropriate column.)

Data Interpretation (for a more complete discussion refer to Appendix C of this guidance document)

- a. If both the local and the remote potential are -850 mV or more negative, the -850 on criterion is satisfied and it is judged that adequate cathodic protection has been provided.
- b. If both the local and the remote potentials are -850mV or more positive, the structure fails to meet the -850 on criterion and repair may be necessary.
- c. If either the local or the remote potential is more positive than -850 mV the test result is inconclusive and further testing and/or repairs are necessary. Alternatively, a person qualified as a corrosion expert could evaluate/conduct the survey and declare a pass or fail based on their interpretation and professional judgment.