Performance Work Statement Storage Tank Maintenance and Repair Services VA Palo Alto Health Care System

SECTION 1

- 1.0 GENERAL. This Performance Work Statement (PWS) set forth the contract performance requirements for the inspection and testing of Government owned / Government operated fuel storage tank system. The fuel storage tank system comprises of underground storage tanks and above storage tanks, day tanks, and associated fuel supply piping system at VA Palo Alto Health Care System (VAPAHCS) facilities in Palo Alto, Menlo Park, Livermore, and Monterey. The fuel storage and distribution system provides diesel, gasoline, and ethanol fuel on a 24 hours per day, seven days per week, 365 days per year basis to facilities operation such as generator plants, boilers, government vehicle fleet fuel station, and emergency standby power.
- 2.0 SCOPE. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, management services necessary to perform inspections and testing to Underground Storage Tanks (USTs) and Aboveground Storage Tanks (ASTs) as required in this Performance Work Statement (PWS). The contractor shall perform to the standards in this contract. The Contractor shall abide by all laws, rules, and regulation applicable to fuel storage tanks operations. All service must comply with the PWS and all applicable federal, state, county, and fire marshal laws and regulations.
- **3.0 BACKGROUND.** The VAPAHCS is committed to the protection of the environment and compliance with all applicable environment protection laws. The VAPAHCS facilities have a Storage Tank management program in place to address monitoring, record-keeping requirements and regulations, procedures and organizational mechanisms designed to prevent or limit accidental release of petroleum, oil and lubricates (POL) to surface water, groundwater, or soils.
- **4.0 OBJECTIVES.** General performance objectives includes but are not limited to:
 - **4.1** Ensure functionality and operability of the fuel storage and distribution system at VAPAHCS.
 - **4.2** Be in full compliance with inspections, testing, UST and AST operation as required by the US Environmental Protection Agency (USEPA), California State (State Water Resource Control Board), Counties, Fire Marshals storage tank regulations and Spill Prevention Control and Countermeasures Rules and Regulations.
 - **4.3** Protect the natural resources and environment while maintaining mission essential facilities operations such as emergency generators, steam generator plants, and vehicle fleet activities.

5.0 DESCRIPTION OF SERVICES.

5.1 The Contractor shall provide all labor, equipment, supplies, facilities, tools, transportation, material, management services, and other items and services necessary to provide inspection, cleaning, testing, calibration, maintenance and repairs of USTs and ASTs with auxiliary equipment and systems. The Contractor shall provide the activities necessary to ensure thirteen (13) USTs and twenty five (25) ASTs at VAPAHCS are in compliance with UST regulations and AST regulations. These activities include performing the required tests, inspections, maintenance and repairs to insure UST/AST compliance. See technical exhibit 2 for a summary list of tanks and equipment.

5.2 QUALIFICATIONS.

- **5.2.1** Contractor shall have a valid contractor's license and certificates. Shall have completed the Occupational Safety & Health Administration approved 30 hour constructions safety training. Contractor shall submit with technical package.
- **5.2.2** Contractor shall have five years technical training and track records of working experience in maintenance, inspection, testing, and repairs of USTs, ASTs, and auxiliary systems. Contractor shall submit with technical package.
- 5.2.3 Contractor shall possess all required certificates and licenses to include, but not limited to California UST Certification for UST System Operator, UST Service Technician, UST Inspector, Confine Space, and other State and OSHA required certificates. Contractor shall submit copies of licenses and certificates in their technical package.
- **5.2.4** Contractor shall submit in the technical package their employee's certificates, licenses, and a copy of their designated operator certificate.

5.3 PERIOD OF PERFORMANCE:

Base Year: August 1, 2015 to July 31, 2016
Option Year One: August 1, 2016 to July 31, 2017
Option Year Two: August 1, 2017 to July 31, 2018
Option Year Three: August 1, 2018 to July 31, 2019
Option Year Four: August 1, 2019 to July 31, 2020

5.4 BASIC SERVICES: The contractor shall provide basic services to USTs/ASTs and auxiliary equipment/systems in order to maintain them in a functional, capable, safe, efficient and economical condition. Required USTs, ASTs, and auxiliary equipment/systems under this contract are listed in Technical Exhibit 1. The contractor shall conduct preliminary studies of USTs/ASTs and auxiliary equipment under this contract and update spreadsheet with current information. The contractor shall provide the

recognized industry standard maintenance procedures, manufacture recommendations, and federal, state and local laws. The following work tasks are requirements to be performed under this PWS.

- **5.4.1 Tests.** The Contractor shall perform annual Line Tightness Test (LTT), Monitoring system certification (annually), Spill Containment Structure (Bucket) test (annually), Secondary containment test (every three years) and other tests required.
- **5.4.2 Inspection and Testing.** USTs, ASTs, and their auxiliary equipment/systems listed in Technical Exhibit 1 shall be inspected on a monthly basis in accordance with manufacturer's recommendations/instructions, and Federal, State, and Local laws and regulations.
- 5.4.3 Monthly Inspection. The Contractor shall conduct monthly inspections to all USTs and ASTs, including the tanks, day tanks, auxiliary equipment/systems and associated piping to insure proper functionally of equipment. The contractor shall perform recurring, systematic and periodic maintenance as required to preserve USTs, ASTs, day tanks, and auxiliary equipment. Contractor shall provide, install, and maintain thermo paper / paper roll at printer. Contractor shall inspect spill kit containment at each UST and AST site. Contractor shall be responsible to provide, maintain, and add material if required.
- **5.4.4 Pre Inspections.** Contractor shall inspect and prepare facility for any inspections from the state, counties, CUPAs, fire marshal, VA inspection teams, and other agencies at the request of VAPACHS at no additional cost to the government.
- **5.4.5 Consultation.** Contractor shall provide consultation services by phone, written, or in person at the request of VAPAHCS at no additional cost to the government. Services shall be provided no later than three (3) working days from date of request.
 - **5.4.5.1** Contractor shall provide assistance with California Environmental Reporting System (CERS) upon request of VAPAHCS at no additional cost to the government.
 - **5.4.5.2** Contractor shall provide assistance with CUPA request on documents, code, questions, and requests for information upon the request of VAPACHS at no additional cost to the government.
- **5.4.6 Training.** Contractor shall provide training on the USTs, ASTs, auxiliary systems, and monitoring systems upon the request(s) of VAPAHCS at no additional cost to the government. Existing employees shall be trained annually and new employees shall be trained within 30 day of hire at all locations (Palo

Alto, Menlo Park, Livermore, and Monterey). Training shall include at a minimum USTs, ASTs, fuel monitoring system, spill kit, and spill prevention control and countermeasure (SPPC).

- **5.4.7 Travel Cost.** All travel costs associated with the performance of this contract are the responsibility of the contractor and are provided at no additional cost to the Government as part of this contract. Travel costs are defines as but are not limited to time and vehicle costs from personnel in travel to and from job site for all duties outlined in this PWS.
- **5.5 INVOICING.** Contractor shall invoice every month. Contractor shall provide one charge with attached invoices describing charges.

5.6 REPORTS.

5.6.1 Task Coordination and Task Performance Report. The contractor shall visit the COR's office after 8:00 am on each scheduled performance day in order to confirm the performance schedule between the COR and the contractor. The contractor shall provide performance reports and submit to the COR by email and hard copies shall be mailed with printout of monthly test after completion of each tasks. Refer to Technical Exhibit 4 for deliverables. Reports shall be delivered no later than the 5th of every month. Performance reports shall include the following information at a minimum:

- 5.6.1.1 Installation name 5.6.1.2 Tank number 5.6.1.3 Date and time work performed 5.6.1.4 Licensed technician performed the service 5.6.1.5 Description and method of service performed 5.6.1.6 Inspection, testing, calibration and/or maintenance data 5.6.1.7 Conditions of serviced equipment and/or systems 5.6.1.8 Signature of contractor representative
- **5.6.2 Monthly Reports.** The contractor shall provide reports no later than 5th of month. Reports will require at a minimum items 5.6.1.1 5.6.1.8. Reports shall include all inspections, service repairs, projects, tests, maintenances, purchase card services, recommendations, and other notes. Reports shall be delivered to the COR and Compliance Office.
- **5.6.3 Deficiency Report.** When any deficiencies are identified on ASTs/USTs and/or auxiliary equipment and systems under this contract, the contractor shall inform the COR immediately via verbal and written email notification. Contractor shall submit the deficiency report to the COR within three (3) days with a proposal

(time and cost). The deficiency report shall include at a minimum the following information:

- 5.6.3.1 Installation name 5.6.3.2 Tank number and equipment/system name 5.6.3.3 Date of failure 5.6.3.4 Description of failure (pictures, drawings, etc.) 5.6.3.5 Justification (if repair is not accomplished) 5.6.3.6 Description of repair work (pictures, drawings, etc.) 5.6.3.7 Material list (description of article, quantity, catalogue-cut, pictures, etc.) for repair 5.6.3.8 Proposed repair schedule 5.6.3.9 Cost estimate 5.6.3.10 Submission date of the report
- **5.6.4 Annual Schedule.** The contractor shall submit an annual schedule to the COR to obtain approval within 15 days from contract award and the start date of each option year. The annual schedule shall show the order in which the contractor proposes to perform the inspections, testing, calibration, and maintenance service, the dates on which the contractor will start each work element and the scheduled date for completion of each element.
- **5.7 Update Information.** Contractor shall update USTs, ASTs, and auxiliary systems information on all documents. Spreadsheet shall be updated with the most current information. Contractor shall update and gather information which VA request at no additional cost to the government.
- **6.0 HAZARDOUS MATERIAL.** No hazardous materials shall be stored on VA grounds. Contractor shall provide a list of hazardous material(s) required on this PWS. The list shall include at a minimum name of hazardous material, quantity, and safety data sheet. Contractor shall report any spill or mishap to the COR immediately. Contractor shall request permission in writing to the COR if hazardous material are required to be stored on VA grounds, which shall not be greater than three calendar days.
 - **6.1** Contractor shall be responsible to remove and dispose of hazardous materials within accordance to federal, state, and local authorities.
 - **6.2** Contractor shall be responsible to clean up any spills that they cause. They shall be financially responsible for cleaning fees, fines, or other expenses related to the spill. Spills shall be clean up immediately.
- **7.0 RECORDS:** The contractor shall be responsible for creating, maintaining government required records that are specifically cited in this PWS or required by the Federal, State, and Local law and authorities. The contractor shall provide the original records or a reproducible copy of any such

record within five (5) working days of receipt of the request at no additional cost to the government.

- **7.1** The contractor shall provide an electronic filing management system with security measure that only allows VAPAHCS access.
- 8.0 REGULATORY FRAMEWORK. United States Environmental Protection Agency (USEPA) 40 Code of Federal Register (CFR) 280, Underground Storage Tank, State Water Resource Control Board, Local Counties and Cities, and Fire Marshals are the regulators for USTs, ASTs, auxiliary equipment, and associated piping that store petroleum and hazardous substances. The contractor shall adhere to the USEPA 40 CFR 112 for Spill Prevention and Countermeasures Control (SPCC) and VAPAHCS SPPC and policies. The contractor is responsible for being knowledgeable of and adhere to the following document, policies, rules and regulations:
 - **8.1.1** Federal Energy Policy Act (EPAct) Requirements
 - **8.1.2** Underground Storage Tank Federal (40 DFR Part 280)
 - **8.1.3** Bay Area Air Quality Management District (BAAQMD)
 - **8.1.4** California State regulations
 - **8.1.5** Counties regulations (Alameda, Santa Clara, San Mateo and Monterey)
 - **8.1.6** Local Fire Marshall regulations
 - **8.1.7** NFPA 30 and 110
 - **8.1.8** All related USTs and ASTs policies and manufacturer's instructions
 - 8.2 The Contractor shall perform all applicable Federal, State, Local laws and regulations and Department of Veterans Affairs guidance and apply procedures and protocols as required. All work specified under this program shall be performed in accordance with accepted industry standard, such as, but not limited to, the American National Standards Institute (ANSI), American Petroleum Institute (API), National Fire Protection Agency (NFPA), Petroleum Equipment Institute (PEI), and standard applicable for this contract.'
 - **8.3 Shutdowns.** Contractor shall adhere to VAPAHCS shutdown and lock out / tag out policies. Contractor shall provide a three week notice for shutdowns of any part of the system. Contractor shall submit all required paperwork to COR. Required documentation shall be requested by the COR or CO at no cost to the government.
- 9.0 SAFETY AND HEALTH STANDARDS. The contractor shall coordinate worksite with applicable personnel to ensure the protection employees and the environment, the prevention of damage to property, utilities, materials, supplies, equipment, and the avoidance of work interruptions. For these purposes, the contractor shall maintain programs to comply with OSHA Safety and Health regulations. The contractor shall initiate and maintain programs to comply with the provisions of the Occupational Safety and Health Standards Act (OSHA) concerning handing of potentially hazardous substances as it pertains to fuel storage, flammable and combustible liquids (OSHA §1910.106 standards).

9.1 Public Laws and Statutes. The Contractor shall comply with the issue or version (including all changes and amendments) of federal, state and local environmental statutes and regulations in effect of date of issuance of this delivery order, including, the applicable portions of the documents cited in the basic contract. The contractor shall comply with the issue or version of the instructions, regulations, policies and other documents in effect on the date of issuance of this delivery order, including but not limited to the document cited herein.

10.0 EMERGENCY / CALL BACK SERVICES

- 10.1 Emergency Services. The contractor shall response to emergency calls upon the discretion of the contracting officer (CO) or COR. The contractor shall perform emergency repairs to facilities, systems, improvements, or utilities damaged. Emergency calls consist of correcting failures that constitute an immediate danger to personnel, threaten to damage property, threaten the environment, and threaten to disrupt operations. Contractor shall respond to emergency call within one (1) hours of initial call. Contractor shall provide and list of contacts and phone numbers.
- **10.2 Urgent services.** Urgent service calls will be classified as urgent at the discretion of the CO or COR. Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, environment, or operations, but have the potential of becoming threatening. Contractor shall response to urgent calls within two (2) hours of initial call.
- **10.3 Routine services.** Routine service call will be classified as routine when the work does not qualify as an emergency or urgent call. Contractor shall respond to routine services calls within three (3) days of initial call.
- 10.4 Call list and log. Contractor shall provide and updated a list of contacts and phone numbers. A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received location, name, and number. The contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements with regard to established time limits and quality standards. The service log shall be submitted to the COR and Compliance Office every 5th of the month.
- **11.0 OPERATION IMPACT MISSION.** If during the evaluation, inspection, or any other time of the UST / AST system components requires repairs or replacement, the contractor shall notified the COR immediately. The contractor shall notify the COR of the required time for these operations to adequately allocated resources and adjust VAPAHCS operations.

12.0 GENERAL INFORMATION

- **12.1 Contract Manager.** The contractor shall provide a contract manager who shall be responsible for the work. The name of this person, and an alternate(s) who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all matters relating to this contract.
- **12.2** The contract manager or alternate shall be available during normal working hours to meet with COR to discuss problem areas. The contract manager shall provide an emergency contract number for any emergency situation.
- **12.3 Contractor Employees.** The contractor is required to provide employees who have at least five (5) years of experience in similar work of this requirement. The contractor personnel shall all possess the following listed certificates/licenses for the life of the contract:
 - **12.3.1** California UST System Operator
 - 12.3.2 California UST Service Technician
 - 12.3.3 California UST Inspector
 - **12.3.4** Confine space certificate
 - **12.3.5** OSHA 10 training

When performing work or operating equipment in direct support of VAPAHCS within the contractor's quality management system, including requirements for Petroleum Equipment Standards. The contractor shall keep its employees trained and certified at all time during contract period. The contractor shall ensure all employee certifications are submitted to CO and COR for proper recording of training no later than 5 day after award of contract. VA has the right to inspect and request verification of licenses and certificates of during the contract period. Contractor shall update list of any changes with personnel or certificates/license and submit to COR and CO no later than 5 days of occurrence.

- **12.4 Removal of Contractor's Employees.** The contractor shall utilize only experienced, responsible, and capable employees in the performance of this contract. The CO may require that the contractor remove from the Government job any employee that endangers persons, property, or environment.
- **12.5** The contractor shall not commence work until a Safety Plan and a Job Hazard Analysis are submitted for review and approved by the COR.
- **12.6 Hazardous Materials.** All hazardous materials must be contained and stored in the appropriate storage containers and/or cabinets. The contractor shall immediately report spills or release of hazardous material to the COR. The contractor shall be liable for containment and environmental clean-up of spill or release of such recommendations. The contractor shall comply with environmental and hazardous materials storage and handling requirements and maintain current Safety Data Sheets (SDS).

13.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

- 13.1 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, eclectic power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the , including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relive the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
- 13.2 The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
- **14.0 QUALITY CONTROL PROGRAM.** The Contractor shall coordinate, report, and ensure the timely completion of the work specified in this PWS. This encompasses the planning, coordination, technical direction, and surveillance of all activities necessary to execute all work.
 - **14.1** The contractor shall provide the overall management effort required to integrate technical and programmatic functions.
 - **14.2** The contractor shall ensure the technical excellence, cost effectiveness, and timeliness of all required work deliverable products.
 - 14.3 The contractor shall develop and maintain an effective quality control program to ensure service is 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/she assures that his/her work complies with the requirements of the contract. At a minimum, the contractor shall develop Quality Control (QC) procedures addressing the areas identified in Technical Exhibit 1, "Performance Requirements Summary". After acceptance of the QC plan, the contractor shall receive form contracting officer acceptance in writing of proposed QC

- system. The Government has the right to review and ask for correction, additional items, and update during the contract period.
- 14.4 The contractor shall institute and maintain a complete QC program to ensure the requirements of this contract are provided as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the COR. At a minimum, the program shall include:
 - 14.4.1 An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections and the names of the individuals who will be performing the inspections. Provide a list of the QC inspectors to the COR. Provide a checklist shall include every area of the operation serviced by the contractor, as well as every task required to be performed.
 - **14.4.2** A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of service provided before the level of performance become unacceptable and/or government inspectors point out the deficiencies.
 - 14.4.3 A file for inspection conducted by the contractor and related corrective actions. This file should include follow-up documentation of inspections to ensure corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the COR and the CO during the term of the contract. Contract shall submit one electronic and four (4) hard copies of the file thirty (30) day prior to end of the contract. Within five (5) workdays prior to the starting date of the contract, the contract shall submit a copy of this program to the Contracting Officer and COR.

15.0 QUALITY ASSURANCE PLAN.

The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan and PWS. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. Failure to correct any adverse findings or failure to deliver all services described in this contract may result in non-acceptance of the services by the Government. Failure to meet the standards of this performance work statement my result in a deduction of price equal to the value of the unperformed or poorly performed services. Failure to provide services in accordance with this contract could also result in termination of the contract for cause and/or adversely impact the Contractor's ability to be selected for future contracts as documented.

15.1 Government verification inspections of services shall not constitute acceptance nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

15.2 The contractor shall maintain a current list of employees. The list shall include the employee's name, licenses, and certificates. Updated list shall be provided when an employee's status or information changes.

16.0 HOLIDAYS.

16.1 Legal holidays recognized by the Federal Government in accordance with 5 U.S.C. 6103, Executive Order 11582 and Public Law 94-97 or any other by the President of the United States to be a national holiday, the following national holidays are observed and for the purpose of this contract is defined as "Legal Federal, official holidays" as follows:

16.1.1 Recognized Holidays

New Year's Day January 1
MLK's Birthday Third Monday in January
President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September Columbus Day Second Monday in October

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25

- **16.1.2 Hours of Operation.** The contractor is responsible for conducting services, between the hours of 8:00 am to 4:30 pm from Monday thru Friday except federal holidays or when the Government facility is closed due to local or national emergencies administrative closing.
- **17.0 PLACE OF PERFORMANCE.** The work to be performed under this contract will be at the following sites:
 - **17.1.1.1** VA Palo Alto, 3801 Miranda Ave., Palo Alto, CA 94304
 - 17.1.1.2 VA Menlo Park, 795 Willow Road, Menlo Park, CA 94025
 - 17.1.1.3 VA Livermore, 4951 Arroyo Road, Livermore, CA 94550
 - **17.1.1.4** CBOC Monterey, 3401 Engineer Lane, Seaside, CA 93955
- **18.0 TYPE OF CONTRACT.** The government will award a Firm-Fixed-price contract.
- **19.0 STANDARD OF CONDUT.** Contractor, subcontractors, and contractor's personnel must adhere to the contract and shall conduct themselves according to VA conduct standards.
 - **19.1 Neglect of Duties.** Contractor, subcontractors, and personnel neglect of duties shall not be condoned. This shall include but not limited to sleeping on duty, unreasonable delay or

failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

- **19.2 Disorderly Conduct.** The use of abusive or offensive language, quarreling, intimidation by works, actions, or fighting shall not be condoned. Also included is participation in disruptive activates which interfere with normal and efficient of government operations.
- **19.3 Driving.** Contractor and Contractor's employees shall obey all speed limits and traffic signs. Disobeying traffic regulation could result in court citations, which include monetary fines. Continued violations could result in being restricted from driving on VA facilities.
- **19.4 Parking.** Contractor vehicles will be parked only in lots or areas designated by Security Office personnel, if available. The Government will not be liable for any lost, stolen, or damage vehicles or items.
- **19.5 Smoking.** Smoking will be prohibited except in designated areas. Smoking outside the designated areas could result in citations, which include monetary fines.
- **19.6 Intoxicants.** The Contractor shall not allow any employee to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects. The use of illegal drugs is prohibited on Federal property. Violators will be prosecuted.
- **19.7 Criminal Actions.** Contractor, subcontractor, or contractor's employees may be sanction for criminal actions, but not limited to the following:
 - **19.7.1** Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
 - 19.7.2 Unauthorized use of Government property, theft, vandalism, or immoral conduct.
 - **19.7.3** Unethical or improper use of official authority or credentials.
- **19.8 Removal of Personnel.** The Government reserves the right to direct the Contractor to remove any employee from the work site for failure to comply with the standards of conduct and safety violations.

20.0 SECURITY.

- **20.1 Security Badge.** Contractor and contractor's employees shall obtain a flash badge / temporary badge from dispatch, VA police on arrival to any campus.
- **20.2 Physical Security.** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

21.0 SAFETY.

- 21.1 In performance of this contract, the Contractor shall take such safety precautions as the Contractor Officer or his/her designee may determine to be reasonably necessary to protect both the lives and health of the occupants of the building and property. The Contractor Officer or his/her designee will notify the Contractor of any non-compliance. The Contractor shall, after receipt of such notice, immediately correct the condition to which attention has been directed.
- **21.2** The Contractor shall provide protective equipment and attire to personnel and require employees to use it during the performance of their duties as necessary. Employees shall be trained on the use and proper maintenance of personal protective equipment. The contract shall conform to all regulation, federal and local OSHA standards.
- **21.3 Uniforms.** The contractor shall require all his employees, including supervisor, to wear distinctive uniform clothing for ready identification. The uniform shall have the Contractor's name, easily identifiable. Appropriate protective equipment shall be required and worn during the performance of their duties.
- **21.4 Supervision.** The contractor shall arrange for satisfactory supervision of the contract work. The Contractor or his designee shall be available at all times, when the contract work is in progress, to receive notices, reports or requires from the Contracting Officer or his representative.
- 22.0 ADDITIONAL SERVICES. If there are any service not listed herein that the Contractor recommended are necessary to repair the equipment described herein, the Contractor shall submit a price proposal attention to the COR for approval of the CO before any work is performed. A separate purchase order would be issued if the service and proposed price is acceptable to the CO. The Government will pay for services rendered, complete, validated and accepted, as per statement of work. Proposals shall be submitted per occurrence and per units no later than 3 days after initial finding. Any repair fund attached to this contract shall be
- 23.0 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETING. The contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officer Representative, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor to review the contractor's performance. At these meetings, the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

SECTION II

DEFINITIONS & ACRONYMS

1.0 **DEFINITIONS**

1.1 **DEFINITIONS:**

- **1.2 Contractor.** A supplier or vendor awarded a contractor to provide specific supplies or services to the government. The term used in this contract refers to the prime.
- **1.3 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.
- 1.4 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.
- **1.5 Defective Service.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- **1.6 Deliverable.** Anything that can be physically delivered, but may include non-manufactured things as meeting minutes or reports.
- 1.7 **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.
- **1.8** Physical Security. Actions that prevent the loss or damage of Government property.
- **1.9 Quality Assurance.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- **1.10 Quality Assurance Surveillance Program (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

- **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.
- **1.12 Subcontractor.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- **1.13 Work Day.** The number of hours per day the Contractor provides services in accordance with the contractor.
- **1.14 Work Week.** Monday through Friday, unless specified otherwise.
- **2.0 ACTRONYMS:** List acronyms used in the PWS
 - 2.1 ANSI American National Standard Institute
 - **2.2 API** American Petroleum Institute
 - **2.3 AST** Aboveground Storage Tank
 - **2.4 CFR** Code of Feral Register
 - **2.5 CO** Contract Officer
 - **2.6 COR** Contract Officer Representative
 - **2.7 DVA** Department of Veterans Affairs
 - **2.8 EPA** Environment Protection Agency
 - **2.9** LTT Line Tightness Test
 - **2.10 CBOC** Community Base Outpatient Clinic
 - 2.11 M&R Maintenance & Repair
 - **2.12 NFPA** National Fire Protection Agency
 - **2.13 OSHA** Occupational Health and Safety Administration
 - **2.14 PEI** Petroleum Equipment Institute
 - **2.15 POL** Petroleum Oil and Lubricants
 - **2.16 PWS** Performance Statement of Work
 - **2.17 QAP** Quality Assurance Program
 - **2.18 QCP** Quality Control Program
 - **2.19 SPCC** Spill Prevention Control and Countermeasures
 - **2.20 STI** Steel Tank Institute
 - **2.21 TE** Technical Exhibit
 - **2.22 USEPA** United States Environmental Protection Agency
 - **2.23 UST** Underground Storage Tank
 - **2.24 VAPAHCS** Veterans Affairs Palo Alto Health Care System

SECTION III

APPLICABLE PUBLICATIONS

1. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

- 1.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The following list includes but is not limited to applicable rules, codes, and regulations to the UST/AST fuel maintenance operations. Contractor shall adhere to all policies, procedures, and laws from the VA, State, US Government, and local authorities. In the event that an issue arises between agencies or codes the most stringent will prevail.
 - **1.1.1.** Federal Energy Policy Act (EPAct) Requirements
 - **1.1.2.**40 Code of Federal Regulations (CFR) Part 280, Underground Storage Tank
 - 1.1.3. USEPA, 40 CFR Part 112: Oil Pollution Prevention and Response
 - **1.1.4.**Occupational Safety Health Agency (OSHA) Standard 1910.106; Flammable and Combustible Liquids
 - **1.1.5.**Occupational Safety Health Agency (OSHA) 1910
 - 1.1.6.NFPA 30, Flammable and Combustible Liquids
 - 1.1.7. International Code Counsel (ICC), International Fire Code
 - 1.1.8. American Petroleum Institute (API), Welded Steel Tanks for Oil Storage
 - **1.1.9.**Petroleum Equipment Institute (PEI)
 - **1.1.10.** Underwriter Laboratories (UL) 142, Steel Aboveground Tanks for Aboveground Storage Tanks
 - **1.1.11.** API 652, Tank Inspection, Repair Alteration and Reconstruction
 - **1.1.12.** API 570, Piping Inspection Code, Inspection, Repair, Alteration and Rerating of in Service Piping System
 - 1.1.13. API RP 575, Inspection of Atmospheric & Low Pressure Storage Tanks
 - **1.1.14.** All related UST policies and manufacturer's instructions
 - **1.1.15.** American National Standards Institute (ANSI)

SECTION IV

ATTACHMENT/TECHNICAL EXIBIT LISTING

- 1. **SUMMARIES.** The following summaries: Performance Requirements, Equipment Summary, Work Task Summary, and Deliverable Schedule are not to substitute the PWS. Contractor shall refer to the PWS for clarifications.
 - 1.1. Attachment 1 / Technical Exhibit 1 Performance Requirements Summary
 - 1.2. Attachment 2 / Technical Exhibit 2 Equipment Summary
 - 1.3. Attachment 3 / Technical Exhibit 3 Work Task Summary
 - 1.4. Attachment 4 / Technical Exhibit 4 Deliverables Schedule
- Contractor is responsible to verify equipment list and add any omitted equipment. Contractor is
 responsible to provide federal, state, and local maintenance or service as per the law and PWS. Any
 omitted maintenance or service on PWS, but is required by federal, state, and local law shall be
 provided to the Government.

Performance Requirements Summary

The following Performance Requirement Services Summary identifies the performance objective and performance thresholds for critical tasks associated with providing support services for this requirement. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. The Performance Requirements Summary shall not take the place of the PWS. These thresholds are critical to mission success.

I	Performance Objective	Standard	PWS Paragraph	Performance Threshold Maximum Allowable Degree of deviation requirement	Method of Surveillance
1.	Basic Services	Functionality of the required UST/AST system	Paragraph 5.3.1, 5.4	No deviations. All requirements mandated by law or regulation must be 100% compliant	inspection to ensure that all Government specific requirements are achieved
2.	Reports	Inspection reports and documents accurately all USTs, ASTs, Day tanks, and auxiliary systems/components	Paragraph 5.6 and 5.7	100 % of the time. No discrepancies are allowed.	100% inspection to ensure that all Government specific requirements are achieved
3.	Emergency / Call back services	Response time within the time frame	Paragraph 10.0	100 % of the time. No discrepancies are allowed.	100% inspection to ensure that all Government specific requirements are achieved

Equipment and Compliance Testing

	VA Palo Alto													
						Monthly								
						Day	Annual		Annual	Annual				
					Monthly	Tanks /	testing	SB989	test ST	test ST				
			AST	UST	UST &	Belly	UST &	every	30 -	38 -				
	Building	Monitor	Tank#	Tank#	AST	Tanks	AST	3yrs	UST	AST				
1	7	1	1	-	1	1	1	-	-	-				
2	40	1	1	2	1	1	1	1	-	-				
3	41	1	-	2	1	-	1	1	1	-				
4	50	1	1	-	1	1	1	-	-	-				
5	103	1	ı	2	1	5	1	1	-	-				
6	605	1	2	-	1	2	1		-	-				
7	E-85	1	1	-	1	1	1	i	-	1				
8	M.E.	1	-	1	1	1	1	1	-	-				
Totals		8	6	7	8	11	8	4	1	1				

				VA	Menlo Par	rk				
						Monthly				
						Day	Annual		Annual	Annual
					Monthly	Tanks /	testing	SB989	test ST	test ST
			AST	UST	UST &	Belly	UST &	every	30 -	38 -
	Building	Monitor	Tank#	Tank#	AST	Tanks	AST	3yrs	UST	AST
1	13	1	-	1	1	1	1	1	-	-
2	114	1	1	2	1	1	1	1	-	-
3	321	1	ı	1	1	1	1	1	-	-
4	323	1	-	1	1	1	1	1	-	-
5	324	1	1	-	1	1	1	-	-	-
6	347	1	1	-	1	2	1	-	-	-
7	329	1	1	-	1	2	1	-	-	-
8	353	1	-	1	1	1	1	1	-	-
9	360	1	1	-	1	1	1	-	-	-
10	365	1	1	-	1	-	1	-	-	-
11	E-85	1	2	-	1	-	1	-	-	1
	114									
12	Unleaded	1	1	-	1	-	1	-	-	1
Totals		12	8	6	12	11	12	5	0	2

				VA	Livermor	re				
						Monthly				
						Day	Annual		Annual	Annual
					Monthly	Tanks /	testing	SB989	test ST	test ST
			AST	UST	UST &	Belly	UST &	every	30 -	38 -
	Building	Monitor	Tank#	Tank#	AST	Tanks	AST	3yrs	UST	AST
1	6 & 77	1	3	-	1	1	1	-	-	1
2	79	1	2	-	1	-	1	-	-	-
3	88	1	1	-	1	1	1	-	-	-
4	90	1	1	-	1	1	1	-	-	-
5	62	1	1	-	1	2	1	-	-	-
6	64	1	1	-	1	1	1	-	-	-
7	E-85	1	1	-	1	-	1	-	-	1
Totals		7	10	0	7	6	7	0	0	2

	CBOC Monterey													
						Monthly								
						Day	Annual		Annual	Annual				
					Monthly	Tanks /	testing	SB989	test ST	test ST				
			AST	UST	UST &	Belly	UST &	every	30 -	38 -				
	Building	Monitor	Tank#	Tank#	AST	Tanks	AST	3yrs	UST	AST				
1	Mon	1	1	-	1	1	1	-	-	-				
Totals		1	1	0	1	1	1	0	0	0				

						Monthly				
						Day	Annual		Annual	Annual
	Totals				Monthly	Tanks /	testing	SB989	test ST	test ST
	from all		AST	UST	UST &	Belly	UST &	every	30 -	38 -
	sites	Monitor	Tank#	Tank#	AST	Tanks	AST	3yrs	UST	AST
Totals		28	25	13	28	29	28	9	1	5

WORK TASKS

	T	1										_										
1																						
1			Capacity	Manufac &																		
Item	Unit	Location	Gallons	Modle	INSPECTION	Annual	Ed	TE		I A	Annual Call	₩	_	_	_	CLI	N REQU	JIREME	NTS		—	—
1			1			Annual Tank Line	Secondary Containment	Annual Testing UST	Annual Test 30 -	Annual Test 38 -	Annual Spill Containment							l		l		
1			1		Monthly	(LTT)	test SB989	& AST	UST UST	AST	bucket/kit	CLIN 001	CLIN 002	CLIN 003	CLIN 004	CLIN 005	CLIN 006	CLIN 007	CLIN 008			CLIN CLIN
VA PA	LO ALTO				iviontniy	(LIII)	test 30989	® ASI	USI	ASI	bucket/ kit	1001	002	003	004	005	006	007	008	009 (J10 0	11 012
1	AST - 7	Building 7	18,000	Modern	X		Т	X			x		_							П		
2	7 Belly tank	Building 7	2,000		X			X			X									\vdash		
3	AST - 40	Building 40	18,000		X		<u> </u>	X			X									\vdash		
4	40 Daytank	Building 40	275		X			X			X									\Box		
5	UST 40-1	Building 40	20,000	Xerxes	X		X	X			X											
6	UST 40-2	Building 40	20,000		X		X	X			X											
7	E-85		5,000		X			X		X	X											
8	UST 41-1 (Fuel Des)	41	1,000		X		X	X	X		X											
10	UST 41-2 (Fuel Des) AST 50/51	41 50	1,000		X		X	X	X	-	X				-	_	-					
10	AST 50/51	50	12,000	Global Power						_			_							\vdash		
11	50/51 Belly tank	50	500		x		1				x											
12	UST 103 - 1	Building 103	20,000		x	X	X	x		 	- x											
13	UST 103-2	Building 103	20,000		x	x	x	x			x										-	
14	103-1 Day tank	Building 103	100		X		-				X											
15	103-2 Day tank	Building 103	100		X						X									\vdash		
16	103-3 Day tank	Building 103	100		X						X											
17	103-4 Day tank	Building 103	100		X						X											
18	103-5 Day tank	Building 103	100		X						X									\Box	-	
19	UST M/E	Builiding ME	6,000		X		X	X			X									\sqcup		
20	M/E Day tank	Building ME	150		X						X									\vdash		
21	AST 603-1	Building 603	18,000		X			X			X	_			_	_				\vdash		-
22	AST 603-2 Day tank 603-1	Building 603	18,000		X			Х		_	X		_				-			\vdash	_	
24	Day tank 603-1	Building 603 Building 603			X					-	X			_	├		-			\vdash		
	NLO PARK	building 605	+									_			-							
25	UST 13	Building 13	1,000	Modern	X		X	X			X			_		_						
26	Day Tank 13	Building 13	50		X		-				x									 		
27	UST 114-1	Building 114	15,000		X		X	Х			X											
28	UST 114-2	Building 114	15,000	Modern	X		X	X			X										\neg	
29	AST 114 (Gen)	Building 114	4,000		X			х			X											
30	Day tank 114	Building 114	100		X						X											
31	AST 114 (Veh)	Fuel Station	1,000		X			X		X	X											
32	AST 114 (Veh)	Fuel Station	250		X			X		X	X									lacksquare		
33	E-85 (Veh)	Fuel Station	5,000		X			X		X	X			_		_						
34 35	UST 321 Day Tank 321	Building 321	4,000		X		X	Х		-	X			_						-	-	
36	UST 323	Building 321 Building 323	1,000		X		x	х		 	X									 	-	
37	Day tank 323	Building 323	75		x		^	^		 	x									 	-	
38	AST 324	Building 324	4.000		x		1	x			x							\vdash		 		
	257	Dulliong SE4	-,000	Global Power			1														_	
39	Day tank 324	Building 324	100		x		1				x			l	1							
40	AST 329	Building 329	19,000	Modern	X		1	х			X									\Box		
				Global Power																		
41	Belly tank 329	Building 329		Components	X						X											
42	Day Tank 334 (329)	Building 334	75		X						X											
43	AST 331	Building 331		Modern	X			Х			X									\Box		
44	Day tank 331	Building 331	300		X						X				├					$\vdash \vdash$		
45	Day tank 347 (331)	Building 347	300		X						X									\vdash		
46 47	UST 353	Building 353	6,000 75		X		X	Х			X			_								
48	Day tank 353 AST 360	Building 353 Building 365	2,600		×		 	х		_	×									\vdash		
40	PO1 300	Dunuing 303	2,000	1																\perp		

WORK TASKS

			Capacity	Manufac &																			\neg
Item	Unit	Location	Gallons	Modle	INSPECTION			TES	ST .			l				CLI	N REQU	JIREMI	ENTS				- 1
						Annual	Secondary	Annual	Annual	Annual	Annual Spill												\Box
1	1					Tank Line	Containment	Testing UST	Test 30 -	Test 38 -	Containment -	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN	CLIN
1	1				Monthly	(LTT)	test SB989	& AST	UST	AST	bucket/kit	001	002	003	004	005	006	007	800	009	010	011	012
49	Day tank 360	Building 360	500		X						X												
50	Day tank 221	Building	100		X						Х										\Box		
51	AST 365	Building 365	2,600		X			X			X												
VA LIV	ÉRMORE																						
52	AST 6-1	Building 6	20,000	Ace Fuel Safe	X			X			X												
53		Building 6		Ace Fuel Safe	X			X			X												
54	AST 6 (Gen)	Building 6	4,000	Ace Fuel Safe	X			X			X												
55	Day tank 6																						
56		Building 62		Ace Fuel Safe	X			X			X												
57		Building 62	150		X						X												
58		Building 62	150		X						X												
59		Building 64		Ace Fuel Safe	X			X			X												
60		Building 64	75		X						X												
61		Fuel Station	500	Ace Fuel Safe	X			X		X	X												
62		Fuel Station			X			X		X	X												
63	AST E-85	Fuel Station	5000		X			X		X	X												
64		Building 88		Modern	X			X			X												
65		Building 88	208		X						X												
66		Building 90		Moedern	X			X			X												
67	Day tank 90	Building 90	275	E & CA	X						X												
CBOC	MONTEREY																						
68		Monterey	1,000		X			X			X												
69	Belly tank	Monterey			X						X												

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium	Submit to:
		-	Format	
Quality Control Plan	Within 5 days of contract	1 original and 3 copies and 1	Deliverable is to be provided in	ATTN: Raul A. Cruz, Maintenance
	awarded	electronic form on CD	paper and bound	Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Monthly Inspection of USTs, AST, Day tanks, and auxiliary components	Every Month	Original to Compliance Office. Provide a spreadsheet with pass / fail and repairs and on CD	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Annual Line Tank Tightness	Annually (March)	Original to Compliance Office and one CD with copy of reports	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Secondary Containment SB989	Every three year for USTs	Original to Compliance Office and one CD with copy of reports	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Annual Testing USTs and ASTs	Every year	Original to Compliance Office and one CD with copy of reports	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Annual Test - 30 UST	Every year	Original to Compliance Office and one CD with	Deliverable is to be provided in paper (original	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda

Annual Test – 38 ASTs	Every year	Original to Compliance Office and one CD with copies of reports	with technician signature) and electronic CD Deliverable is to be provided in paper (original with technician signature) and electronic CD	Avenue (138C5), Palo Alto, CA 94304 ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Annual Training (monitor / spill)	Every year	Original to Compliance Office and one CD with copy of reports	Deliverable is to be provided in paper (original with technician signature) and electronic CD	Deliverable is to be provided in paper (original with technician signature) and electronic CD
Licenses and Certificates for Technicians	5 day after award of contract and update changes within 5 day	Original Compliance Office and one electronic copy	Deliverable is to be provided in paper (original with technician signature) and electronic CD	Deliverable is to be provided in paper (original with technician signature) and electronic CD