

**PERFORMANCE WORK STATEMENT (PWS)
FOR NAVSUP FLEET LOGISTICS CENTER PEARL HARBOR FUEL DEPARTMENT
IN SUPPORT OF MILITARY SEALIFT COMMAND**

1.0 BACKGROUND/SCOPE

1.1 NAVSUP Fleet Logistics Center Pearl Harbor (FLCPH) is one of six regional supply centers providing integrated logistics support to the Navy in six major areas: Material Management, Terminal Services, Contracting, Fuels, Personal Property and Mail. FLCPH supports 30 home ported vessels, 35 shore commands, and other DOD activities. The FLCPH Fuels Departments mission is to store, manage, and deliver fuels to support the needs of the Pacific Fleet. This includes maintaining and operating infrastructure to support its mission.

2.0 SCOPE/OBJECTIVE

2.1 FLCPH Fuels Department requires a Contractor to provide all materials, tools, equipment, portable power, cleaning services, and manpower necessary to pressure wash four (4) fuel tanks and perform gas free testing on YON 335. The service requires gas free testing and cleaning of four (4) fuel tanks in order to bring YON 335 back into operational status. YON 335 Characteristics:

YON 335 Dimensions:

| | |
|---------------|------------------------------|
| Length: | 180' |
| Beam: | 44' |
| Depth: | 12' |
| Max Capacity: | 241,309 gallons (6,900 BBLs) |

Dimension of cargo tanks:

| | |
|---------|----------------------|
| Tank 1: | 29'3" x 36' x 8' 11" |
| Tank 2: | 31'3" x 36' x 8' 11" |
| Tank 3: | 31'3" x 36' x 8' 11" |
| Tank 4: | 31'3" x 36' x 8' 11" |

Capacity of cargo tanks:

| | |
|---------|-------------|
| Tank 1: | 1666.1 BBLs |
| Tank 2: | 1746.5 BBLs |
| Tank 3: | 1746.5 BBLs |
| Tank 4: | 1746.5 BBLs |

All work to be done IAW the following Regulations and Standards:

- a) 29 CFR 1915
- b) NAVSEA Standard Item 009-07
- c) 40 CFR 112
- d) 40 CFR 300
- e) 40 CFR 335
- f) Hawaii Administrative Rules (HAR) Title 11, section 261
- g) HAR 11-262
- h) HAR 11-451
- i) OPNAVINST 5090.1D
- j) OPNAVINST M-5090.1

2.2 The period of performance (POP) for the cleaning services will be discussed with the TPOC upon receipt of award. All work is to take place at Kilo Pier, Joint Base Pearl Harbor Hickam (JBPHH) Pearl Harbor, HI 96860.

3.0 PERFORMANCE REQUIREMENTS

3.1 KICK-OFF MEETING: Prior to the start of work, the contractor is required to attend a planning meeting with Government representatives. The purpose of the kick-off meeting is to review the contractual requirements, establish timelines, work schedules/hours, and address all associated risks.

3.2 The Contractor shall perform all cleaning and necessary tasks described in this PWS to include the following:

- a) The Contractor shall provide the TPOC with an Environmental Protection Plan and Safety Plan for Government review and approval. This plan must be delivered to the TPOC no later than the date of the kick-off meeting.
- b) The Contractor shall open and ventilate all cargo tanks via forced mechanical ventilation.
- c) All tanks shall be pressure washed, wiped dry, and certified IAW references (a) and (b) listed herein.
- d) Ensure Fuel Terminal has opened all cargo tank valves, stripping valves, piping drops, manifolds, pumps, and applicable hoses in order for the contractor to drain and flush clean (and pressure washed where accessible) with potable water to the maximum extent possible.
- e) The contractor shall remove all fuel, water and sludge residuals from cargo tanks numbered 1 through 4. For estimating purposes, YON 335 may contain up to 500 gallons of product and 100 gallons of sludge.
- f) There is no requirement for the contractor to enter into void spaces; therefore they shall remain secured at all times.
- g) The Contractor shall dispose of all remaining liquids and solids removed from the tanks in accordance with Federal, State, and Local regulations. Documentation of the total number of liquids and solids disposed shall be provided to the Government. The Contractor shall also provide proof of applicable waste disposal Licensing / Certification to the TPOC prior to the start of work.
- h) Contractor shall provide a certified Marine Chemist who shall conduct the gas free test IAW references (a) and (b) to tanks numbered 1 through 4.
- i) Contractor to ensure their own Competent Person, IAW reference (a), is onsite daily overseeing all work, performing tests, inspections, evaluations, and maintaining records in accordance with references (a) and (b).
- j) The Contractor shall also ensure that the records of test and inspections performed by their Competent Person and Marine Chemist are posted in the immediate vicinity of the designated work site in clear view for contractor and Government personnel. The signs shall remain in place until all work is complete.
- k) Contractor to provide own forklift services.
- l) The tasks listed in paragraph 3.2 of this PWS are a supplement to references (a) and (b). If a discrepancy occurs between the PWS and the reference documents, the reference documents take precedence.
- m) The contractor will need Rapid Gate/NCACS access and FLC will give the contractor access to the pier where the YON will be moored.

3.4 MATERIAL/SERVICE DELIVERY SUMMARY: TABLE A

| Performance Requirement | PWS Paragraph | Notes | Performance Threshold |
|---|----------------------|--------------|-------------------------------|
| 1. Contractor to provide Environmental Protection Plan and Safety Plan for Government review and approval NLT the date of the kick-off meeting. | Paragraph 3.2 (a) | | 100% delivery and compliance. |
| 2. Contractor to provide proof of waste disposal licensing/certification NLT the date of the kick-off meeting. | Paragraph 3.2 (g) | | 100% delivery and compliance. |
| 3. Contractor to provide documentation recording total amounts of liquids and solids disposed. | Paragraph 3.2 (g) | | 100% delivery and compliance. |

3.5 SAFETY: The Contractor shall establish and maintain a safe working environment, which promotes

occupational safety for all personnel IAW Federal, State, and Local regulations.

3.6 HOUSEKEEPING: The contractor shall remove all equipment, tools, unsecured materials, and contractor generated rubbish by close of business each day. The contractor shall provide their own off-site disposal of waste in relation to this work.

4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

4.1 GENERAL: The Government will be providing Government furnished property and equipment to the contractor.

- a) **EQUIPMENT/SERVICES:** FLCPH personnel will perform the work required to isolate all meters to prevent damage.
- b) **UTILITIES:** FLCPH shall provide the contractor with potable water required for cleaning as referenced in 3.2 (d). The Contractor will be responsible to provide their own portable power to run their equipment. The Contractor use of the Governments utilities is at their own risk.

5.0 ENVIRONMENTAL REQUIREMENTS

5.1 GENERAL: The Contractor shall comply will all applicable Federal, State, and Local laws and regulations. The Contractor shall also comply with all applicable Navy instructions. The Contractor is responsible for paying any penalties for fines issued by a regulatory agency for failure to comply. The Contractor shall submit a site and project specific Environmental Protection Plan (EPP) for review and approval by the TPOC. The EPP shall explain in detail how the Contractor will meet all applicable environmental regulations. This includes, but is not limited to: management, handling and disposal of all wastes generated; spill prevention and response; prevention of storm water pollution; and protection of wildlife and other natural resources. The Contractor must comply with the Navy Region Hawaii storm water discharge permit and Storm Water Pollution Control Plan.

5.2 WASTE DISPOSAL:

5.2.1 Prior to disposal of wastes, the contractor shall submit laboratory results for wastes removed from YON 355 and the determination if the waste is a hazardous waste or non-hazardous waste per Hawaii Administrative Rules (HAR) Title 11, section 261.

5.2.2 If the determination is made that the waste is non-hazardous, the contractor shall submit draft disposal documents, such as non-hazardous waste manifest, waste profile, request for clearance number, etc. to Region Environmental Storefront, NAVFAC HI PRJ421, for review and approval before the waste is removed from Government property for disposal. Disposal Transporters shall meet all Department of Transportation (DOT) requirements as applicable. Only authorized Navy personnel shall sign the hazardous waste manifest as the generator. Waste treatment and disposal facility shall have current DOT and EPA permits. Evidence of the applicable permits shall be submitted with the Environmental Protection Plan.

5.2.3 If the determination is made that the waste is hazardous, disposal shall meet the requirements in HAR 11-262. Navy Region Hawaii is a large quantity generator. The Contractor shall submit draft disposal documents, such as hazardous waste manifest, waste profile, LDR form, etc. to Region Environmental Storefront, NAVFAC HI PRJ421, for review and approval before the waste is removed from Government property for disposal. The Contractor shall also obtain a hazardous waste manifest tracking number for Navy Region Hawaii from the Region Environmental Storefront prior to each hazardous waste shipment. Only authorized Navy personnel shall sign the hazardous waste manifest as the generator. Waste transporter and treatment, storage and disposal facility shall have current DOT and EPA permits. Evidence of the applicable permits shall be submitted with the Environmental Protection Plan.

5.3 WASTE MANAGEMENT:

5.3.1 All wastes shall be placed in containers to prevent spills or releases into the environment.

Liquid wastes with petroleum shall comply with 40 CFR 112 requirements. Provide impervious secondary containment for waste containers with containment volume and sufficient freeboard to meet federal regulations. Absorbent booms are not sufficient for use as containment. If required by 40 CFR 112, the Contractor shall prepare a spill prevention, control and countermeasure (SPCC) Plan and submit the plan with the Environmental Protection Plan. If the waste is a flammable or combustible liquid, the Contractor shall provide fire extinguishers or other fire prevention equipment as required by the Federal Fire Department.

5.3.2 For hazardous wastes, the Contractor shall comply with requirements in HAR 11-262-34(a) if stored for more than three (3) days and less than ninety (90) days before disposal. Provide documents required by State regulations, such as emergency response plan, sampling plan, closure plan, etc. Provide the name and 24-hour contact information of the emergency coordinator to the Region On-Scene Coordinator (OSC). Submit documentation and emergency coordinator information with the Environmental Protection Plan.

5.3.3 Spill prevention, reporting and response requirements:

5.3.3.1 The Contractor shall take all measures necessary to prevent spills of oil or hazardous substances (OHS). This includes spills or leaks from Contractor equipment and vehicles. The Contractor must maintain spill response equipment and materials, such as absorbents, in sufficient quantity and in proximity to operations where a spill may occur. The Contractor must also maintain integrity of oil containment booms around the barge at all times.

5.3.3.2 Do not store any OHS within 15 feet of the edge of the wharf, near a storm drain, trench, etc. where a spill can enter navigable waters. This includes any tanks used to store rinse water from the cleaning operations.

5.3.3.3 The Contractor shall immediately respond to any and all OHS spills. If the response is inadequate, the Navy may respond. If this should occur, the Contractor will be required to reimburse the Navy for spill response assistance, including laboratory analysis necessary for disposal of response wastes.

5.3.3.4 The Contractor is responsible for verbal and written notifications to the National Response Center, Hawaii State Emergency Response Commission and Oahu Local Planning Committee that shall be made immediately upon discovery or witness of a spill reportable under 40 CFR 300, 40 CFR 355 and HAR 11-451 when caused by his operations. If any of these agencies is notified, immediately call the Region OSC at (808) 473-4689 (office) or (808) 864-2463 (cell). With the assistance of the Contracting Officer, the Contractor shall submit the Navy oil or hazardous substance message per OPNAVINST 5090.1D and OPNAV M-5090.1 within 24 hours of the time of spill.

6.0 **CONTRACTOR PERSONNEL**

- 6.1** The contractor shall furnish sufficient personnel to perform all work specified within this contract to include a Marine Chemist and Competent Person.
- 6.2** When performing work associated with this PWS, the contractor shall make clear to all individuals they are contractor employees and not DOD personnel when working in any situation where their status is not obvious to third parties. Contractor employees shall clearly identify themselves as a contractor (IE. Shirt, pin, visible company identification, etc.) in a visible location as to who their employer is, to avoid creating an impression they are government officials. All contractor produced documents and /or reports shall be suitably marked as contractor products or that contractor participation is appropriately disclosed.
- 6.3** Contractor personnel shall not manage, supervise, direct, or task US military, DOD civilians or other personnel not associated with the Contractor while performing the tasks within this PWS.
- 6.4** Contractor personnel shall not make any commitment which commits the

expenditure of US Government resources.

- 6.5 The Contractor performing services shall be required to comply with all US Navy and US Airforce rules and regulations that are applicable to conduct, safety, security, and procedures governing site entry and exit.
- 6.6 Contractor personnel shall not establish an employee-employer relationship with Government personnel under this PWS.
- 6.7 The Contractor shall not provide personal services to the Government. If Contractor employees are directed by any Government employee at any time to perform services not covered under this contract, the Contractor shall immediately notify the TPOC.

7.0 FEDERAL HOLIDAYS

7.1 Contractors will not have access to the Base nor the work site on the following Federal Holidays (To include Presidential Executive Orders):

| | |
|-----------------------------------|--------------------------------------|
| New Year's Day | 1 st of January |
| Dr. Martin Luther King's Birthday | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | 5 th Monday in May |
| Independence Day | 4 th of July |
| Labor Day | 1 st Monday in September |
| Columbus Day | 2 nd Monday in October |
| Veteran's Day | 11 th of November |
| Thanksgiving Day | 4 th Thursday in November |
| Christmas Day | 25 th of December |

7.2 If the Federal holiday falls on a Saturday, the holiday is observed on the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday.

8.0 TECHNICAL POINT OF CONTACT

8.1 [REDACTED]

9.0 GOVERNMENT INSTALLATION ACCESS

9.1 NCACS Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found at http://cnic.navy.mil/CNIC_HQ_Site/index.htm (under "What We Do > Administrative Services > Common Access Card Program").

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

10.1 The contract shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

11.0 NON PERSONAL SERVICE STATEMENT

11.1 Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.